

LEGAL SERVICES AGREEMENT WITH O'HANLON, DEMERATH & CASTILLO

This agreement is made between the Manor Independent School District ("District") and O'Hanlon, Demerath & Castillo ("Firm") for representation of the District in the lawsuit regarding the A–F performance ratings for the 2023–2024 school year.

1. Joint Representation: The Firm will be representing multiple school districts in this litigation. We will allocate all fees and expenses incurred for the common benefit of all school district clients equally **among all school districts** who are represented by the Firm in this lawsuit. Any fees or expenses that are incurred only for the benefit of a single school district (e.g., attending a board meeting, discussing this case with an individual from a school district, etc.) will be billed separately to that school district.

2. Fees: Time will be billed by the Firm as follows: an hourly fee of \$450 for shareholders, \$350 for partners, \$275 for associates, and \$110 for paralegals and law clerks. Fees will be charged for legal work on the case that benefits the District and not for clerical or other nonlegal tasks. Time will be billed in 1/10th hour increments. The District authorizes the Firm to retain outside law firms or attorneys to assist with this matter at the same rates described above.

3. Expenses: The District will reimburse the Firm for reasonable and necessary expenses incurred in handling this litigation, including filing fees, transcription fees, expenses for investigation, expert witness fees, and travel (if any) outside of Travis County. The Firm anticipates retaining an expert witness who may testify regarding the accountability system and the STAAR test and other assessment instruments at a rate of \$250 per hour and may also retain a psychometrician as an expert witness at a rate of no more than \$450 per hour.

4. Termination: You will have the right **to terminate** our representation **at any time**. In the event of any such termination, we will cooperate in all steps necessary to free us of any obligations to perform further, including the execution of any documents reasonably necessary to complete our withdrawal. The District will be responsible for its share of the fees and expenses incurred as of the date of termination under the terms of this agreement.

5. Conflict Issues: The Firm has not detected any conflict between our firm and your interests. Further, we do not anticipate any conflict to arise in the future. The District authorizes the Firm to represent additional school districts in this litigation and consents

to the Firm speaking with other school districts and third parties regarding this litigation. The District will not be charged for any time spent speaking with third parties other than co-counsel, opposing counsel, and/or expert witnesses.

6. Miscellaneous: This letter agreement is governed by the laws of the State of Texas and is binding. This letter agreement constitutes the entire agreement with respect to matters involving the engagement of the Firm for this litigation and the payment of fees in connection with this engagement. Since the outcome of litigation or other legal matters is subject to the vagaries and risks inherent in the litigation or legal process, it is understood that we have made no promises or guarantees to you concerning any outcomes as a result of our representation. Nothing in this letter shall be construed as such a promise or guarantee.

7. Notice to Clients: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of the Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free or for more information visit CDC.Texasbar.com.

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By signing below on behalf of the District, you agree that at a publicly-posted meeting compliant with Texas law, the District's Board of Trustees either delegated authority to you to sign this agreement or approved this agreement.

Dr. Robert Sormani, Superintendent
Manor ISD

Mark Goulet
O'Hanlon, Demerath & Castillo