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July 30, 2024

VIA EMAIL

JOSEPH.HATTRICK@ASHLAND.K12.OR.US

Joseph Hattrick
Superintendent
Ashland School District
885 Siskiyou Blvd
Ashland, OR 97520

Subject: Agreement for Legal Services

Dear Joseph:

Thank you for asking Miller Nash LLP to provide legal services to Ashland School District (“Ashland SD”). This letter confirms the scope of our engagement as counsel and provides information about our fees, billing information, and other terms that will govern our relationship for this matter and any additional matters that we agree to handle on Ashland SD’s behalf. If the terms below are acceptable, we ask that you return a signed copy of this letter to us. A copy by email is fine.

1. Client; Scope of Representation.

Our client in this matter will be Ashland SD. We will not be representing you personally, other individuals who may be directors, officers, members, managers, or employees of Ashland SD, or entities that may be parents, subsidiaries, or affiliates of Ashland SD.

We will assist Ashland SD by providing general legal services related to Ashland SD's employees, students and families, and other education and employment-related matters as requested by Ashland SD.

Although our engagement currently includes only the services above, at Ashland SD’s request we would be happy to discuss the possibility of providing additional specific legal services.

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Unless otherwise agreed in writing, our engagement does not include providing any advice or legal services relating to Ashland SD's obligations under the Corporate Transparency Act or federal, state, or local tax or securities laws. We expect that Ashland SD will rely on its outside accountants or bookkeeper for tax advice.

We may provide legal advice that affects a business decision, but the services we provide are legal services. The business decisions are yours.

2. Fees and Expenses.

I will have primary responsibility to see that Ashland SD's legal needs are met. Other lawyers in the firm, as well as paralegals, will be part of the team helping with the work.

Our fees are based on the billing rate for each attorney and paralegal devoting time to Ashland SD's matters. Clients occasionally ask us to estimate the amount of fees and costs likely to be charged in a particular matter. These estimates are not guaranteed maximum amounts. The time and effort required will vary from situation to situation. This is especially true in matters involving negotiation, in which factors not within our control often affect the fee.

Our standard billing rates for attorneys currently range from \$390 per hour to \$875 per hour, based on experience level and practice area. Because Ashland SD is a public educational institution, we are willing to provide the following hourly billing rates for our work: My rate is \$555 per hour, however for school and district clients I am able to provide a discounted rate of \$475 per hour. If other attorneys in the firm work on this matter their rates would be as follows: senior partners (with 12 or more years of experience) will be charged at \$475 per hour, junior partners will be charged at \$425 per hour, senior associates (four or more years of practice) will be charged at \$375 per hour, and junior associates at \$330 per hour. I will consult you if circumstances arise in which we anticipate that other attorneys will devote time to the matter. Time devoted by paralegals is charged at billing rates ranging from \$265 to \$360 per hour but for the District we will charge \$255 per hour. These billing rates may be adjusted annually.

In addition to the reduced billing rates above, Miller Nash is also providing Ashland SD a 10% discount for our rates for the first year.

We will send Ashland SD monthly statements describing the work done and expenses incurred through the previous month. Expenses are charged to Ashland SD at cost; we do not add an administrative fee. If a statement is not paid within 30 days, we may suspend performing services until arrangements satisfactory to us have been made for payment of outstanding and future charges and may charge 9 percent per annum interest on overdue amounts from the invoice date.

If at any time you have a question about our fees, please let us know. We want our charges to represent the fair value of our services to our clients.

3. Responsibilities.

Effective legal representation requires that Ashland SD accept certain responsibilities. We expect that Ashland SD will:

- be candid and cooperative with us and keep us informed with complete and accurate factual information, documents, and other communications relevant to our representation;
- allow reasonable time for us to prepare agreements, complete filings, and otherwise conduct our work; and
- inform us of any changes in contact information, including address, telephone number, and email address.

We may express views or beliefs about possible strategies and expected results. These statements are intended to be an expression of opinion only, based on information available to us at the time, and not a promise or guarantee.

4. Communications.

Our communications on this engagement will be with Joseph Hattrick or with other Ashland SD personnel identified to us in writing as authorized contacts.

We will use Internet-based services, such as email, to communicate with Ashland SD. These services involve some risk that third parties may hack into or otherwise intercept confidential communications, but we believe that the benefits outweigh the risk of accidental disclosure. We recommend that Ashland SD personnel avoid using computers or other communications tools owned, controlled, or accessible by others, such as public Wi-Fi networks, cloud storage, or shared home or office computers. Use of any computer, device, or account that is accessible by others increases the risk of hacking and could result in loss of the attorney-client privilege. Any device Ashland SD personnel use should be password-protected.

If Ashland SD would like our email communications to be encrypted, we will work with Ashland SD to establish encryption protocols.

5. Conflict-of-Interest Issues/Advance Conflict Waiver.

Some of our present or future clients may ask us to advise them with respect to matters in which those clients' interests are actually or potentially adverse to Ashland SD's interests. For example, our present or future clients may ask us to advise them with respect to contracts (including bank loans) to which Ashland SD is a party, disputes with Ashland SD (including representing them in contentious arbitration and litigation matters adverse to Ashland SD), and bankruptcy or receivership matters in which those other clients' interests are adverse to Ashland SD's. Additionally, it is possible that while representing Ashland SD in matters adverse to other parties, those adverse parties may ask the firm to represent them in matters unrelated to our work for Ashland SD.

By engaging us, Ashland SD is giving us permission to concurrently represent other clients in matters that are not substantially related to our work for Ashland SD, even though in some cases the interests of those other clients may be directly adverse to or competitive with Ashland SD's interests.

This section is sometimes known as an “advance conflict waiver.” In consenting to this advance waiver, Ashland SD should consider whether there is any significant risk (a) that any confidences or secrets furnished to the firm could be used adversely to it, or (b) that the firm will be less zealous or eager in representing Ashland SD because of the other representation. We believe any risk in these respects is minimal, and the firm would not undertake representation of another client adverse to Ashland SD if it believed that there was a significant risk that the firm’s representation of the other client would be materially limited by its responsibilities to Ashland SD, but Ashland SD should evaluate for itself the material risks of consenting to this advance waiver before retaining us as counsel. By signing this engagement letter (or, if we don’t receive a signed copy of this engagement letter, by directing us to perform work for Ashland SD), we will understand that Ashland SD consents to this advance waiver.

If for any reason this advance waiver is not effective in specific circumstances, Ashland SD agrees to (a) consent to the firm’s resignation from its representation of Ashland SD and (b) support a motion (if filed by us) to withdraw from our representation of Ashland SD if resignation at that time is otherwise permissible under the applicable professional rules.

We recommend that Ashland SD obtain independent legal advice to determine whether to consent to this advance waiver. Whether to seek that advice is up to Ashland SD.

6. Consent to In-House Attorney-Client Privilege.

Sometimes we need to get our own legal advice about our duties to our clients or our handling of a matter. We then confer with an attorney (typically within the firm) who is responsible for providing us with legal advice on these questions. Ashland SD is not charged for this advice.

In some jurisdictions, this in-house consultation may not be protected by attorney-client privilege. By engaging us, Ashland SD consents to our consulting with our firm’s counsel (either in-house or outside) on a privileged basis and confirms that our contemporaneous representation of Ashland SD will not waive, limit, or invalidate the privileged nature of the consultation.

7. Conclusion of Representation.

Ashland SD has the right to terminate our services for any reason at any time. We request that if Ashland SD does so, Ashland SD notify us in writing to avoid any confusion.

In some circumstances, and subject to the applicable professional rules, we may find it necessary or appropriate to withdraw from representing Ashland SD. We will give Ashland SD prompt notice of withdrawal in writing and will take steps that are reasonably practicable to protect Ashland SD's interests.

Unless previously terminated, our representation on any specific matter will conclude when we send our final statement for services rendered in the matter. After our representation of Ashland SD in any specific matter is concluded, we will provide advice as to future legal developments affecting the matter only if Ashland SD specifically engages us to do so. In the event that firm attorneys have performed no work on Ashland SD's behalf for a period of one year, Ashland SD agrees that our attorney-client relationship is terminated as of the last date firm attorneys performed legal services on Ashland SD's behalf, unless otherwise agreed in writing.

Termination of our services or withdrawal from representation does not affect Ashland SD's obligation to pay for legal services and expenses incurred up to the time of termination.

8. Client/Transaction Listings.

Periodically, our firm publicizes names and corporate logos of selected clients and a brief description of significant projects on which we worked. These descriptions will include only information that is publicly available. We would like to have the option of including Ashland SD as one of these selected clients whose successful projects we briefly describe. We will assume that by engaging us, Ashland SD consents to our doing so, unless Ashland SD notifies us otherwise. Ashland SD may withdraw its consent in writing at any time.

9. Return and Disposition of Documents.

At Ashland SD's request, any papers and property Ashland SD provides us will be returned promptly upon receipt of payment for outstanding fees and costs. Ashland SD may also obtain copies of Ashland SD's "external" files (e.g., external correspondence and emails) at our cost of retrieval and duplication, so long as we still retain them. "Internal" files (e.g., internal firm emails, memos prepared for our own use, and firm administrative records) are the property of the firm. For various reasons, including reducing unnecessary storage expenses, we typically destroy or otherwise dispose of any documents or other materials retained within a reasonable time after the representation ends without further notice to you.

10. Sign and Return.

Let me know if you have any questions about our engagement terms. If this letter is acceptable, we ask that it be signed on behalf of Ashland SD and returned to us for our file. Sending a scanned copy by email is fine. While we'd prefer to have a signed copy of this letter, if we don't receive it but we proceed with Ashland SD's work at its request, we will consider ourselves engaged on the terms of this letter.

We are pleased to have this opportunity to work with Ashland SD. Contact me at any time if you have questions or comments about our work.

Very truly yours,

A handwritten signature in blue ink that reads "Jollee Faber Patterson".

Jollee Faber Patterson

ACKNOWLEDGED AND AGREED:

ASHLAND SCHOOL DISTRICT



By: _____
Name: _____
Title: _____

Please provide contact(s) and email address(es) for appropriate billing distribution.

Contact Name: _____ Email Address: _____

Contact Name: _____ Email Address: _____

