

December 13, 2013

Board of Education  
JeffCo Public Schools  
1829 Denver West Drive #27  
Golden, CO 80401

Re: Engagement Letter

Dear JeffCo Public Schools Board of Education:

We are pleased that the District has asked Miller Sparks LLC, dba The Law Office of Brad A. Miller, (the "Firm" or "We") to represent the Board of Education for JeffCo Public Schools (the "District" or "You"). This Engagement Letter explains the scope of the engagement and other matters.

1. Scope of Representation. This is to confirm the engagement of the Firm by The District to serve primarily as counsel to the Board, which will include but not be limited to the following: provide legal advice directly to the Board; attend Board meetings and assist at the same; assist with setting Board meeting agendas; preparation of certain Board packet materials; conduct board trainings; review Board, subcommittee, and DAC bylaws and policies and propose updates and improvements; meet with individual Board members, District staff, and third-parties to assist Board in its efforts and initiatives; assist with development and implementation of initiatives; review materials for work product and privilege when CORA requests are made; assist the Board with legislative and political issues (any lobbying would be done through contracted lobbyists); assist the Board with staffing matters; assist the Board with budget matters; assist the Board with communications; and perform other tasks as directed by the Board as a whole or by the Board President.

The matters set forth above as the "Scope of Representation" will be charged under a monthly retainer fee of \$7,500.00, which shall include all legal fees not to exceed 30 hours per month, along with any associated costs such as mileage and parking, secretarial services, administrative expense, copying, facsimile and other such costs. Detailed time reports shall be supplied in support of each month's billing.

In addition, the Board may wish to utilize the Firm in support of various projects, or for time in excess of 30 hours per month. Any time in excess of 30 hours per month must be approved in advance by the Board as a whole or by the Board President. The fees the Firm will charge for these matters are specified in included Exhibit A, which is incorporated herein by reference.

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Brad Miller will be primarily responsible for this engagement, but will be assisted by Dustin Sparks and other attorneys and experts employed by the Firm or contracted as necessary. The use of our time will be divided to minimize costs to the District and provide the best legal representation based on the particular issue and our respective areas of expertise. The Firm will keep the District Board informed of the progress of the matters in which We are engaged primarily through communications with the Board President and at Board meetings. The Firm will respond promptly to the Board's inquiries and communications. The District Board, in turn, agrees to provide complete and accurate information to the Firm and keep the Firm informed of developments regarding matters in which we are engaged.

2. Term of Engagement. Either of us may terminate this engagement at any time for any reason, including without limitation, failure to timely pay for services. The District agrees to the withdrawal of the Firm as The District's counsel fifteen (15) days after either party mails such written notice. Notice shall be made by certified mail, return receipt requested, and will be considered complete upon delivery or first attempted delivery. Approval of this Engagement Letter constitutes any approval required by applicable Rules of Civil Procedure. Upon written receipt of notice of termination, the District must immediately make a good faith effort and take all steps necessary to obtain new counsel. This provision is subject on our part to the applicable rules, of professional conduct. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect The District's interest in the above matter. In the event applicable laws or the rules governing our practice prohibits us from withdrawing as set forth above, the District agree to obtain-new counsel and agree to our withdrawal at the earliest possible time allowable by law.
3. Post-Engagement Matters. The District is engaging the Firm to provide legal representation in connection with both specific matters and an ongoing basis. After completion of a particular matter, changes may occur in the applicable laws or regulations that could have an impact upon The District's future rights and liabilities. Once our attorney-client relationship ends, the Firm has no continuing obligation to advise the District with respect to future legal developments.
4. Retainer. We are not requesting an initial retainer at this time.
5. Fees and Expenses. Our fees in excess of the proposed Scope of Engagement will be based on the billing rates for each attorney, paralegal/ legal assistant, and/or subject matter expert devoting time to the matter. A schedule of the Firm's billing rates as of the date hereof is attached as Exhibit A. These billing rates are subject to change from time to time. All time is billed in six-minute increments. We will include on our statements separate charges for costs incurred in performing services for the District such as photocopying, messenger and delivery service, computerized research, travel, and search and filing fees. Travel will be billed one-way at the applicable professional's rate. The District will be responsible for the direct and timely payment or reimbursement of all costs.
6. Conflicts of Interest. We have run a conflict check and we are not aware of any conflicts that would preclude our firm from undertaking the above-described representation. Should

you become aware of a potential conflict at any later time, we welcome the opportunity to resolve any concerns in accordance with the Rules of Professional Conduct.

7. Client Document. The Firm and the District agree that all client-supplied materials and lawyer end product are the property of the District. Lawyer end product includes for example, finalized contracts and memos to the District. The Firm and District agree that lawyer work product is the property of the Firm. Lawyer work product includes, for example, internal memoranda, personal work product, and third-party documents used for producing documents for the District.
8. Integrity of Work Product. In the course of representation, We may prepare or revise documents that are transmitted electronically to you or other parties. The Firm will not be responsible and shall have no liability for any consequences whatsoever arising out of or resulting from a document that is modified by you or a third-party after it has left our control.
9. Fee Disputes. The District agrees that any claim by the District regarding fees billed by the Firm that the District consider to be unnecessary or unreasonable shall be asserted and delivered to the Firm in writing not later than sixty (60) days after the District's receipt of the Firm's invoice on which the fees or costs first appear.
10. Limitation on Time to Assert Claims. The District further agrees that any claim associated with the provision of legal services by the Firm including but not limited to claims for breach of contract, legal malpractice, or breach of fiduciary duty shall be brought pursuant to the arbitration provision set forth here within one (1) year following the last date on which the Firm performed legal services for The District in relation to the particular matter and that any claims not asserted shall be forever barred. The Firm agrees that if necessary, the Firm shall bring a claim for collection of unpaid fees and costs within one year of the last date on which the Firm performed legal services for The District, and that any claim not so asserted shall be forever barred. This provision does not limit the District's right or the Firm's right to assert any claims or defenses. It does, however, limit the amount of time each of us have to assert a claim. Nor does this provision prevent the District from filing a grievance with the Disciplinary Board. This provision may only be modified by a single written document signed by the District and by the Firm.
11. Mediation and Arbitration of Disputes. Unless expressly prohibited by any applicable policy of insurance or indemnity available to either party to this Engagement Letter, covering in whole or in part the dispute between parties, any dispute regarding the provisions set forth in this Engagement Letter and all issues collateral thereto will be arbitrated pursuant to the Colorado Uniform Arbitration Act. Any dispute limited to fees or costs will first be submitted to mediation before the Legal Fee Arbitration Committee of the Colorado State Bar. All proceedings of any kind involving the enforcement of this Engagement Letter, or any issue collateral thereto will be brought in the State of Colorado, and nowhere else. Whether it represents itself or retains the services of another law firm, the Firm will be entitled to recover reasonable attorney fees if it prevails in any proceeding brought to recover fees.

12. Results. The Board President's signature will signify the District's agreement to disclose fully and accurately all material facts and keep us apprised of all material developments related to the matters as described above and/or which the District engages the Firm on an on going basis. In addition, it is understood that the Firm has made no promises or guarantees to the District concerning the outcome of the legal services, except that we will represent the District's interests to the best of our abilities and in a manner consistent with the Colorado Rules of Professional Conduct.
13. Complete Agreement. This is a binding contract between the parties who have relied upon their own independent judgment. No other representations have been or are relied upon by either party. All prior oral representations are merged into this final agreement. The Board President's signature below indicates that the District has fully read and understands the terms and conditions outlined in this Engagement Letter and that this Engagement Letter is acceptable to the District. If the District wish to engage the Firm, please countersign where indicated below, retain a copy for the District's records and forward a copy to the Firm. Please call me if the District have any questions or comments regarding this Engagement Letter or during the course of our representation.

Sincerely,

  
Brad A. Miller, Esq.

Accepted and Agreed to by:



Ken Witt

JeffCo Public Schools Board President

Date: Dec 13, 2013

**EXHIBIT A**  
**Law Office of Brad A. Miller**

<u>Attorney and Paralegal.</u>	<u>Current Hourly Rates.</u>
Brad A. Miller:	\$225.00
Dustin R. Sparks:	\$200.00
Paralegal/Legal Assistant:	\$100.00

Schedule of Standard Charges Billed as Disbursements or Costs and Certain Policies.

1. Professional time: All communications including but not limited to, phone and email are billed at the applicable professional's rate. All research and time spent on matters requested by the District are billed at the applicable professional's rate.
2. Travel time: Billed one-way at the applicable professional's rate.
3. Mileage: The lesser of \$0.56 per mile or the current IRS standard mileage rate.
4. Travel expenses: All travel expenses, including but not limited to, parking, taxis, rental cars, air travel, meals, and hotels, will be billed at cost or paid directly by the District.
5. Photocopying: Only billed if greater than 100 pages in a month, at \$.25 per page.
6. Facsimile: Only billed if greater than 100 pages in a month, at \$.25 per page.
7. Delivery Service: Reasonable cost charged by third-party or runner employed by the Firm.
8. Computerized Research: Billed at the going third party rate.

The above list represents examples of costs and expenses, but is not an exhaustive list. The billing rates set forth above are subject to change from time to time at the Firm's sole discretion. If, due to complexity or time restraints, it is necessary to utilize contract attorneys, paralegals, document or computer service personnel, the work will be charged at the rate the Firm charges for equivalent in-house personnel for services provided. The Firm may charge for paralegal or non-attorney staff overtime requested by the client or which is required as a result of emergencies, short deadlines in complex matters, or other exigent circumstances, of which preclude scheduling and performing the work on a non-overtime basis.

Third party Provider Charges.

Any third-party invoice may be sent to the District for prompt, direct payment.

Payment.

Our statements for services and expenses will normally be rendered on a monthly basis and are due and payable upon receipt by the District. We expect all statements to be paid in full within fifteen (15) days after receipt. If the District anticipates a problem at any time, we ask that the District contact the Firm prior to the date-payment is due to arrange an alternative payment schedule. If a statement is not paid in full within thirty (30) days after receipt and We have not agreed in writing upon an alternative payment schedule, and subject to applicable rules and laws, We reserve the right to suspend work on The District's behalf until such time as past due invoices are fully paid. We will be entitled to charge interest thereon beginning thirty (30) days after receipt at a rate equal to the lesser of one and one-half percent per month or the maximum rate permitted by applicable law. In addition, we reserve the right to call for payment of a



retainer deposit at any time. If additional services are requested after a bill is received, we consider the previous bill as having been accepted.