



January 16, 2026

To: Academy District 20, Attn: Jinger Haberer and Amy Shandy

Re: Engagement Letter

Dear Jinger and Amy:

We are pleased that Academy District 20 (“Client” or “You”) has asked MILLER FARMER CARLSON LAW, LLC (the “Firm” or “We”) to represent you. This Engagement Letter explains the Scope of the Representation and other matters.

1. Scope of Representation. This is to confirm the engagement of the Firm by Client to serve as general legal counsel to the Client starting February 1, 2026. This representation will include, but not be limited to the following, as requested: provide general legal advice and assistance; negotiation of contracts; assist the Board and administration with general legal compliance and guidance for schools; attend Board meetings and assist at the same; provide legal trainings; develop or review Board and school policies and/or handbooks; assist with development and implementation of initiatives, as directed; assist and update the Board with legislative and political issues (this does not include any “lobbying”); assist the administration with any contracts and employment law issues; and perform other tasks as directed. Briefings or participation in administrative hearings or court proceedings, financing, including MLO or bond efforts, lobbying, and workplace or school investigation services will be invoiced separately.

Client may determine to utilize the Firm, at its discretion, in support of its legal needs and for any other appropriate projects. All such ongoing engagement may be described and requested orally or in writing and will be subject to the fees and other provisions described in this engagement letter

Client agrees to enter in to a flat-fee arrangement with the Firm, and pay the Firm at the rate of \$18,000.00 per month, until this engagement is terminated. In exchange the Firm agrees to make itself available to and complete work for the Client up to the following limits:

- Eighty (80) hours per month of legal work (except that for any month in which the Firm performs less than 60 hours of legal work, time will be invoiced at the hourly rate);

The monthly fee is not an advanced retainer and will not be made payable in advance. The fee will be paid monthly, after the services have been provided in the previous month.

For additional matters not covered by monthly fee, Client will be charged at the rate described in Exhibit A.

A bill for services, with detailed time reports (billed in six minute increments), will be provided by the Firm to Client at the beginning of each month for hours worked during the prior month. Exhibit A may be modified, from time to time, by the Firm by providing notice of a new Exhibit A to Client. Unless Client objects to the modification, the new Exhibit A will be in effect beginning the month following notification of any modification.

Brad Miller will be primarily responsible for this engagement, but may be assisted by other attorneys and experts employed by the Firm or contracted as necessary. The Firm will keep Client informed of the progress on the matters in which We are engaged through the proper channels of communication to Client. The Firm will make all reasonable efforts to respond promptly to Client's inquiries and communications. Client, in turn, agrees to provide the Firm with complete and accurate information, as needed, to allow the Firm the ability to adequately represent Client in a given matter.

2. Term of Engagement. Either of us may terminate this engagement at any time for any reason, including, but not limited to, non-payment from Client. In addition, Client promises to agree to the withdrawal of the Firm as Client'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, Client 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 Client'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, Client agrees to obtain new counsel and agree to our withdrawal at the earliest possible time allowable by law.

3. Post-Engagement Matters. Client is engaging the Firm to provide legal representation on an on-going basis, subject to termination by either party. After completion of this relationship, which may occur automatically after a reasonable period of no communication between Client and Firm, or any completion of work on a particular matter, changes may occur in the applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Once our attorney-client relationship ends, the Firm has no obligation to advise Client with respect to future legal developments.
4. Retainer. We are not requesting an initial retainer at this time.
5. Fees. All time is billed in six-minute increments.
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 Client agree that all client-supplied materials and lawyer end product are the property of Client. Lawyer end product includes for example, client work product, finalized contracts and memos to Client. The Firm and Client agree that lawyer work product is property of the Firm. Lawyer work product includes internal memoranda, personal work product, and third-party documents used for producing documents for Client.
8. Integrity of Work Product. In the course of representation, We may prepare or revise documents 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. In addition, You agree to not review or make use of any metadata included in documents delivered to you.
9. Fee Disputes. Client agrees that any claim by Client regarding fees billed by the Firm that Client consider to be unnecessary or unreasonable shall be asserted and delivered to the Firm in writing not

**EXHIBIT A**  
**Miller Farmer Carlson Law, LLC**

<u>Service.</u>	<u>Current Rates.</u>
Partner Attorney Services (Brad Miller and Tim Farmer):	\$295.00/hour
Associate Attorney Services:	\$250.00/hour
Workplace/School Investigation Services:	\$275.00/hour
Paralegal/Legal Assistant Services:	\$125.00/hour
Services as Borrower's Counsel for Bond Financing/Refinancing:	\$20,000/Flat-Fee Total

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 Client are billed at the applicable professional's rate.
2. Travel time outside of El Paso County: Billed one-way at the applicable professional's rate.
3. Mileage: \$0.545 per mile or the current IRS standard mileage rate.
4. Travel expenses: All travel expenses for meetings outside of El Paso County, including but not limited to, parking, taxis, rental cars, air travel, meals, and hotels, will be billed at cost or paid directly by Client.
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.

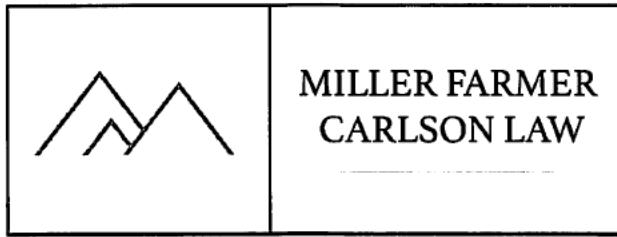
The above list represents examples of costs and expenses, but is not an exhaustive list. The billing rates set forth above are subject to change from time to time at the Firm's sole discretion. If, due to complexity or time restraints, it is necessary to utilize contract attorneys, paralegals, document 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 Client 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 Client. We expect all statements to be paid in full within fifteen (15) days after receipt. If Client anticipates a problem at any time, we ask that Client 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 Client'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. In order to pay fees and to reimburse the Firm for costs and expenses incurred in performing services on Client's behalf, the Firm shall have a right to assert a lien against Client.




**Accepted and Agreed to by:**

Amy Shandy, Board President

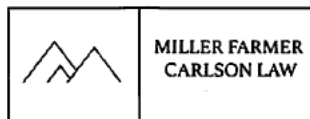
  
Signature

Date: 1/20/2026

Jinger Haberer, Superintendent

  
Signature

Date: January 20, 2026



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later than one hundred twenty (120) days after Client's receipt of the Firm's bill for services on which the fees or costs first appear.

10. Limitation on Time to Assert Claims. Client 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 within one (1) year following the last date on which the Firm performed services for Client 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 (1) year of the last date on which the Firm performed services for Client, and that any claim not so asserted shall be forever barred. This provision does not limit either party's right to assert any claims or defenses. However, it does limit the amount of time each party has to assert a claim. This provision does not prevent Client from filing a grievance with the Disciplinary Board. This provision may only be modified in a signed writing by Client and by the Firm.
11. Results. Client representative's signature will signify Client'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.

In addition, it is understood that the Firm makes no promises or guarantees to Client concerning the outcome of legal services, except that we will represent Client's interests to the best of our abilities and in a manner consistent with the Colorado Rules of Professional Conduct.

12. Use of Client Name and Logo. Unless Client expressly requests otherwise, the Firm may reference that Client is a client of the Firm, and may use Client's name and logo, on its website and in its marketing materials.
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 Client representative's signature below indicates that Client has fully read and understands the terms and conditions outlined in this Engagement Letter and that this Engagement Letter is acceptable to Client. If Client wishes to engage the Firm, please countersign where indicated below, retain a copy for Client's records and forward a copy to the Firm. Please call the Firm if Client has questions regarding this Engagement Letter during the course of our representation.

Sincerely,

A black rectangular redaction box covering the signature of Brad Miller, Esq.

Brad Miller, Esq.