

McALISTER, McALISTER & NICKLAS

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OCTOBER 24, 2023

OUR FILE NUMBER:

WRITER'S E-MAIL:
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October 25, 2023

VIA EMAIL – Bryan.Cleveland@sde.ok.gov

State Board of Education
Oliver Hodge Building
2500 North Lincoln Boulevard
Oklahoma City, OK 73105

Re: Legal Representation

Dear State Board of Education:

McAlister, McAlister & Nicklas, PLLC (the “Firm”) is pleased to represent the State Board of Education (“SBE” or “You”). In the interest of promoting cooperation and understanding of our relationship, this letter is to confirm the terms and conditions of our engagement.

Services to be Provided by McAlister, McAlister & Nicklas, PLLC

Our representation will be to advise and represent you with respect to general matters coming before the State Board of Education. The scope of our representation may be expanded as directed by you.

The Firm will not represent any individual or entity who is adverse to or governed by the State Board of Education and/or the Oklahoma State Department of Education during the course of this representation. However, you understand that the Firm may represent clients adverse to and before other state agencies and departments of the State of Oklahoma. The Firm may also represent clients who are advocating before other executive branch agencies or the legislative branch. You agree that neither of these scenarios presents a conflict of interest.

Responsible Lawyers

I will have primary responsibility for your representation in this matter. I can be reached by phone at (405) 359-0701 or by email at cnicklas@mcalisterlaw.com. If at any time during the course of our representation you have any questions, concerns, or problems with our services, please contact me at once. Our objective is to serve you effectively and efficiently.

Fees and Expenses

We will render services to you on an hourly basis. My hourly rate is \$300.00 per hour. Cody Jones charges an hourly rate of \$250. The Firm's paralegals bill at a rate of \$140-\$160/hour. We may assign tasks to other lawyers and paralegals at the Firm in order to provide legal services in a cost-effective manner.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, our statements will also include charges for services such as: courier and other expedited communication, duplication, travel, search and filing fees and court reporters. Large disbursements and/or fees and expenses of others (such as consultants, appraisers, and local counsel) will be discussed with you before being incurred and will generally be forwarded to you for direct payment by you to the supplier. We request that these invoices be paid promptly upon receipt. We will not assess a separate charge for secretarial work or other items of general Firm overhead. However, if our representation in this matter requires extensive staff overtime support or the hiring of temporary personnel in addition to our regular support staff, we will require reimbursement from you. We will seek your approval prior to incurring such expenses.

We will endeavor to bill monthly for legal fees and expenses. We will provide you with a detailed monthly statement reflecting the services provided and the expenses advanced. Payment of the statement is due upon receipt. If we defer sending a statement for a period of time or until a specified event has occurred, such deferral will not impair our right to be paid for all legal services rendered and expenses advanced upon submission of our statement.

Travel Expenses

Counsel agrees to limit its requests for reimbursement of any expenses incurred in travel in accordance with the provisions of the State Travel Reimbursement Act, 74 O.S. § 500.1, et. seq.

Audit and Records Maintenance

The Firm shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services for a period of five (5) years from the ending date of this Agreement. Upon reasonable notice, the State Board of Education, the Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to charges to the State hereunder for purpose of audit and examination. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Firm agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

Term

This contract shall be in effect from date of last signature until June 30, 2024, with five one-year options to renew.

You may terminate this representation at any time for any reason with written notice to me. The Firm may terminate the representation at any time for any reason with written notice to you, subject on our part to the Rules of Professional Conduct.

Conclusion

Please let me know if the terms of this engagement letter are not acceptable to you or if you have any questions.

Again, we are pleased to have the opportunity to represent you, and we look forward to working with you.

Sincerely,

/s/ Cara S. Nicklas

Cara S. Nicklas

AGREED TO AND ACCEPTED this ____ day of _____, 2023.

STATE BOARD OF EDUCATION