



HEAPHY  
SMITH  
HARBACH &  
WINDOM, LLP

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PRIVILEGED AND CONFIDENTIAL

June 17, 2026

*Via email*

Jacquie Rich Fredericks  
Assistant General Counsel  
Jeffco Public Schools  
1829 Denver West Dr., Bldg 27  
Golden, CO 80401

Re: Representation of Jeffco Public Schools

Dear Ms. Fredericks,

We are pleased to confirm your engagement of Heaphy, Smith, Harbach & Windom LLP ("HSHW" or the "Firm") as counsel to assist you (the "Client" or "you") in connection with the matter described below. This letter (the "Engagement Letter") sets forth the terms and conditions upon which the Firm will be providing legal services to you in this Matter. We believe that a mutual understanding of these terms and conditions at the outset is fundamental to establishing a good working relationship.

**Scope of the Matter**

The Firm has been retained to represent the Client in connection with an investigation of the Jeffco Public Schools regarding facilities access conducted by the Office of Civil Rights at the Department of Education and potential litigation and other matters related to this investigation as you and we may agree to from time to time.

To avoid any confusion, we point out that this Engagement Letter does not create an attorney-client relationship with any persons or entities related to the Client, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders or partners. In addition, the services to be rendered by the Firm will not include any legal advice other than with respect to United States law.

Unless otherwise agreed in a signed writing, the Firm shall have no responsibility to investigate or evaluate whether insurance notification is required or insurance coverage of any kind is available for any matter covered by this Engagement Letter, or to tender any matter covered by this Engagement Letter to any insurance carrier. As part of our engagement, we will, of course, assist any other counsel you may retain in connection with these matters.

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We expect that in connection with our work for you, you will provide us with clear, timely, and accurate instructions; you will provide all documentation required for the matter in a timely manner; and you will review our advice and any documentation we produce carefully to ensure that it is in accordance with your requirements. It is important that you let us know if you think there is any additional information which might be relevant to the matter and may have a bearing on the advice given or any documents drafted.

During the course of our representation, you may seek our professional opinions or beliefs regarding the likely outcome of your legal matters or the likely effectiveness of various courses of action. Any expressions (solicited or otherwise) on our part concerning such possible outcomes or courses of action are expressions of our best professional judgment but are not guarantees.

### **Record Retention**

We will maintain records in connection with this engagement in accordance with the Firm's records retention policy, as may be amended from time to time.

### **Fees and Client Charges**

The Firm generally charges for legal services based on the hourly rates of the attorneys and staff performing the work. The standard hourly rates for Timothy Heaphy and Lindsay Hemminger, the attorneys who will have primary responsibility for this matter, are \$2400 and \$1650, respectively. For this engagement, we have agreed to charge Jeffco a blended rate of \$400 per hour for all timekeepers, including Mr. Heaphy, Ms. Hemminger, and other HSHW attorneys as appropriate. This represents a substantial discount from our standard rates and reflects Jeffco's status as a public entity and the firm's desire to provide services in important matters of public concern. Rates are subject to change generally on an annual basis and such changes are typically effective as of January 1. The applicable rates are those in effect at the time the services are rendered.

The Firm also will bill you for our regular disbursements and other charges incurred in connection with our engagement, which include such items as duplicating, word processing, electronic legal research, travel, secretarial overtime, and the like. In some situations, we may request an advance for such client charges and disbursements.

During the course of our representation you may ask us for an estimate of the amount of time and other client charges that will be needed to complete the engagement or particular tasks. Because of the inherent uncertainties involved in the legal services required by this engagement, it is not possible to make such estimates with reasonable precision. Any estimates that we provide will be based on our experience and various assumptions and will not constitute a maximum or a fixed fee for the costs of our services to you and our actual fees could be higher or lower.

Payment in U.S. dollars is due upon receipt of our statements. [REDACTED]

[REDACTED]

You agree that should full payment not be made within 30 days of statement presentation, the Firm may, in its sole discretion, charge an additional one percent per month of any fees or client charges not paid within the 30-day period.

**References to Client Name**

Consistent with applicable Rules of Professional Conduct, the Firm advises you that it may on occasion reference the Client's name in a context (such as biographies, practice, and website descriptions) which may be deemed to constitute lawyer advertising and that by signing a copy of this letter you consent to the Firm's doing so, subject of course to our obligation to preserve client confidences and any other obligation with which lawyers must comply under any applicable disciplinary rules.

**Conflicts of Interest**

Before we begin representing a particular client, we try to determine whether there are any conflicts of interest that would interfere with our representation of that client's interests. Should we determine in the course of our representation that a conflict has arisen, we will immediately notify you. We similarly ask you to notify us if you become aware of any actual or potential conflicts of interest. If either you or we conclude that our representation should or must be terminated, we will do our best to protect your interests by assisting in providing a smooth transition to new counsel.

We will protect all client confidences and secrets and will only reveal confidential information that we obtain in the course of representing you to the extent we feel necessary, consistent with the applicable Rules of Professional Conduct. For example, the Firm may need to comply with the final order of a court or other tribunal of competent jurisdiction requiring us to reveal information about our representation of you. However, we will not comply with any such order unless and until we have made every reasonable effort to appeal the order and have given you notice and an opportunity to challenge the order.

The Firm represents and in the future will represent many other clients. Some may be direct competitors of the Client or otherwise may have business interests that are contrary to the Client's interests. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with pending or potential litigation or other dispute resolution proceeding or administrative, rule-making, or regulatory proceeding in which such client's interests are or potentially may become adverse to the Client's interests.

In return for our agreement to represent you in the matters covered by this engagement letter, we ask the Client, on behalf of itself and its affiliates, to confirm that (i) the Firm may continue to represent or may undertake in the future to represent any existing or future client in any matter (including, but not limited to litigation or other dispute resolution proceedings, or administrative, rule-making or regulatory proceedings), even if the interests of that client in that other matter are

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directly adverse to the Client, as long as that other matter is not substantially related to this or our other engagements on behalf of the Client and does not require us to use proprietary or other confidential information of a non-public nature concerning the Client acquired by the Firm as a result of our representation of the Client; (ii) in the event that the Firm is representing the Client in a matter adverse to another person or entity, including but not limited to adversaries in matters that are the subject of this engagement letter, the Firm may in the future represent such other person or entity on any matter that is not substantially related to our work for the Client and may continue any such representations in which the Firm is currently engaged; (iii) the Client hereby waives any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge, or otherwise disqualify the Firm in any representation of any other client with respect to any of the foregoing matters; and (iv) the Client intends for the foregoing informed consents and waivers to be effective and fully enforceable, and to be relied upon by the Firm and other clients.

If for any reason, any of the above informed consents and waivers are not effective in specific circumstances with respect to the Firm's representation of one or more other clients, you consent to the Firm's withdrawal from representing you and agree to execute all documents necessary to facilitate this withdrawal and not to oppose any application to a court or other tribunal that may be required to effect our withdrawal as counsel. In this situation, you will need to retain separate counsel at your own expense to represent you and will not assert, on behalf of yourself or any other person or entity, that the Firm's representation of the Client or any affiliate in any past, present or future matter, or the Firm's possession of confidential information, constitutes a basis to disqualify, challenge, or otherwise preclude the Firm from representing such other clients, including in a matter directly adverse to you.

#### **Data Privacy, Use of Client Data, and Artificial Intelligence**

In the course of performing our services, the Firm may need to collect and/or process data that it receives from you. By signing below, you consent to the Firm's collection and processing of any data you may provide to us (or authorize to be provided to us) in the course of the Firm's performing our services, including, without limitation, data that may constitute personal information. You hereby confirm that you are authorized, and have all the rights, consents, and legal bases as may be necessary, to provide any such data to the Firm (or to have a third party do so).

For a small subset of personal information you may provide to us—e.g., your contact and billing information—the Firm is the business or data controller, as those terms are defined in applicable privacy laws, and the Firm uses that information to provide and bill for our services, as well as to send communications, such as updates on legal developments, newsletters, invitations to events, or other messages we believe might be of interest to you, to any email address, postal address, or other contact information that you may provide to us. You may unsubscribe to marketing communications at any time. For further information on what information we collect, how we use it, and where to address any questions, please visit the Firm's Privacy Policy at [www.hshw.com](http://www.hshw.com).

For all personal information you may provide to us in the course of soliciting legal advice, the Firm will not retain, use, or disclose any such information other than for the specific purpose of

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performing the services described herein, or as otherwise directed by you or as permitted by applicable law. With respect to any information subject to the EU's General Data Protection Regulation ("GDPR") or relevant Member State law, or for any information subject to the UK's Data Protection Act 2018, the Firm is a data controller. To the extent that any such information is located in the EU or UK, such information will only be transferred to the U.S. or other jurisdictions if (i) such jurisdiction has been determined by the appropriate authorities to have "adequate" protections in place for personal information, or (ii) there are appropriate standard contractual clauses or other contractual mechanisms, as may be approved by appropriate regulators from time to time, in place.

To enhance efficiency and quality, we may use artificial intelligence ("AI") tools to assist with tasks such as drafting, research, and analysis on your matter. All outputs will be reviewed and approved by our attorneys, and our use of AI does not replace our professional judgment or responsibilities. We only use reputable, secure systems and will not disclose your confidential information to AI vendors in a manner that allows them to use it to train public models or otherwise disclose it, except as permitted by our confidentiality obligations, applicable law, and data protection requirements. If you have questions or prefer that we not use AI on your matter, please notify us in writing.

#### **Compliance with Audit Requests, Subpoenas, Legal Process, and Other Requests or Demands for Information**

From time to time we may be required to respond to requests or subpoenas from you or a third party for information, documents, or testimony arising out of or in any way related to our work for the Client, or to institute a litigation hold with respect to documents and electronically stored information retained by the Firm. You agree to compensate the Firm at our then-standard hourly rates for any time spent on, or costs (including but not limited to fees and expenses of outside counsel and third-party vendors) incurred in responding to, such requests or demands in connection with any matters we have handled for you, in accordance with the Fees and Client Charges section set forth above, even if that occurs after our representation of you has terminated.

#### **Termination and Return of the Client File**

You have the right to terminate the Firm's engagement upon written notice at any time. The Firm also has the right, subject to professional codes of conduct, to terminate its engagement, upon written notice, in the event that our statement is not paid in full in a timely manner, or in the event the Firm determines, in its sole discretion, that continuing services to you would be unethical, improper, or otherwise inappropriate. The total outstanding amount plus any additional amounts for legal services and other Client charges incurred up to the date of, and subsequently as a consequence of, termination will be immediately due and payable upon presentation of our final statement.

The engagement will be considered terminated at the earlier of (i) the Client's termination of the representation, (ii) the Firm's withdrawal from the representation, or (iii) the completion of the Firm's substantive work for the Client, which, in the absence of a writing notifying you of the

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completion of the engagement, shall be presumed to occur six months after time was last properly recorded to the matter by a Firm lawyer.

If this engagement is terminated and you engage us again, the terms of this engagement letter shall apply to such subsequent engagement unless we agree otherwise in writing.

At the conclusion of or at any time during the course of the representation, the Client may request the return of any documents, discovery materials, or other property obtained from you that are in our possession, and the delivery to you of the client file generated in the course of the work. For these purposes, the "client file" consists of all files, records, and other written materials (excluding our internal communications and internal lawyers' work product) generated in the course of the engagement that are stored in our centralized records and document management systems, and does not include documents stored in individual lawyers' files, litigation discovery material, and general email or other electronic correspondence files.

### **Dispute Resolution**

If you disagree with the amount of our fees or other charges at any time, or if you have any concern as to any other matter related to or arising out of our engagement, including the nature and quality of our services, please discuss any such questions or concerns with us. If our discussion is unable to resolve those questions or concerns, you agree to submit the dispute to JAMS for mediation in Washington, D.C. If the dispute has not been resolved within 45 days after submission to JAMS for mediation (or such longer period as the parties may agree in writing), either party may commence an arbitration with JAMS in accordance with the terms of the following paragraph.

In the event any dispute cannot be resolved informally or through mandatory mediation, you, on behalf of yourself and all of your subsidiaries and affiliates, agree to resolve any and all disputes with the Firm, or with any of our lawyers or staff arising from or relating to our work for you, including but not limited to disputes over fees and charges or disputes relating to the nature and quality of our services, exclusively through private and confidential binding arbitration in Washington, D.C. before three neutral arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, except that the arbitration panel is authorized to resolve the arbitration in accordance with Federal Rules of Civil Procedure 12, 50, and 56. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. However, in the event that you commence a lawsuit in any court involving a dispute that is covered by this provision and a court grants a motion or other application to compel arbitration, you agree to pay the attorneys' fees and expenses incurred by the Firm or its lawyers or staff (including without limitation for both outside counsel and time spent by Firm lawyers and staff at their standard hourly rates at the time) in connection with any such motion or application as well as in demonstrating the amount of such attorneys' fees and expenses. This arbitration clause and the rights of the parties hereunder shall be governed by

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and construed in accordance with the Federal Arbitration Act and the laws of the District of Columbia, exclusive of conflict or choice of law rules.

Careful review of this letter will ensure your understanding of the terms of the Firm's representation. Please raise and discuss with me any questions you may have. This letter shall be binding upon and inure to the benefit of the respective successors and permissible assigns of the Firm and you, as the case may be, and may be modified only by a subsequent written agreement between you and the Firm that expressly states that it is modifying this letter.

If this letter accurately summarizes the agreement between the Firm and you, please indicate your approval and acceptance by signing the enclosed copy of the letter and returning it to me. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above. If you would like to discuss any of these matters, please give me a call.

Sincerely,

HEAPHY, SMITH, HARBACH & WINDOM LLP

By: /s/  
Timothy J. Heaphy  
Founding Partner

AGREED TO AND ACCEPTED this  
12 day of June, 2026

By: [Signature]  
~~Jacquie Rich Fredericks~~ JUNE C. TOLLESON  
Assistant General Counsel Chief Legal Counsel  
Jeffco Public Schools