



# THE CLASSICAL ACADEMY

## BOARD OF DIRECTORS ANNUAL MEETING

(OPEN TO THE PUBLIC)

MONDAY, AUGUST 10, 2015, 6:00-9:51 P.M.

NORTH CAMPUS – TCA ROOM 2213/2214 (SECONDARY)

The Classical Academy exists to assist parents in their mission to develop exemplary citizens, equipped with analytical thinking skills, virtuous character, and a passion for learning, all built upon a solid foundation of knowledge.

### MINUTES

Presentation/Question Time/Start Time

- I. **Call to Order (6:00 pm)** 1 min (6:00) (6:03)
  - Dr. Woody (Chair) called the meeting to order at 6:03 pm.
- II. **Pledge of Allegiance/Moment of Silence in memory of Andrew Shada/Roll Call** 5 min (6:01) (6:04)
  - The Board had a moment of silence in memory of Andrew Shada.
  - The following Board members were in attendance Mr. Carter, Mr. Dubois (on the phone), Dr. Harrington, Dr. Jennings, Mr. LaValley, Mr. Moulton, Mr. Rudder, Dr. Woody, and Dr. Sojourner (non-voting member).
- III. **Approval of Agenda** 5 min (6:06) (6:05)
  - **Motion: Dr. Jennings moved to approve the agenda and was 2<sup>nd</sup>.**
  - Discussion: None
  - **Vote: By unanimous roll call vote (6-0), the Board approve the Agenda (Mr. Carter; Yea, Mr. Dubois; Yea, Dr. Harrington; Yea, Dr. Jennings; Yea, Mr. LaValley; Yea, Dr. Woody; Yea)**
- IV. **Comments from the Audience (Audience members have 5 minutes to address the Board)** 5 min (6:11) (6:06)

(NOTE: Per procedural rules if more than one person is speaking on the same topic we request that one or two specific spokespersons speak on behalf of the group)

  - Mrs. Renae Beckman was the only audience member wishing to address the Board.
    - Her comments/presentation had to deal with developing a strong character program with outcomes for TCA. Her entire presentation can be found at **Attachment 1**.
- V. **Sign Board Agreement/Conflict of Interest Disclosure/Executive Session Confidentiality Statement per Board policy BC-TCA** 5 min (6:16) (6:11)

Action: Chair  
Motion: (Info)  
Rationale: to ensure the Board is familiar with their responsibilities, acknowledge any conflicts of interest (if any), and understand the confidentiality requirements associated with Board Executive Sessions

  - The following Board members signed the Board Agreement; **Attachment 2**, Conflict of Interest Disclosure; Attachment 2, and Executive Session Confidentiality Statement; **Attachment 3**, (A (Carter, Harrington, Jennings, LaValley, Moulton, and Rudder). Since Mr. Dubois was phoning into the meeting, he will sign these documents upon his return.
  - Mr. Moulton and Mr. Rudder completed the Board's required 30 training modules; **Attachment 4**.
- VI. **Board Officer Elections per Board policy BBA-TCA** 20 min (6:21) (6:15)
  - The TCA Board elected the following members of the Board to the following positions:
    - Board Chair: Mr. Tom LaValley
    - Board Vice Chair: Dr. Bill Jennings
    - Board Treasurer: Mr. Rob Moulton
    - Board Secretary: Mr. Chris Carter
- VII. **Hail and Farewell to Board Members** 5 min (6:41) (6:29)
  - Dr. Leland (Former Board Chair), Mr. Kretchman (TCA Founder and Board member), and the TCA Board recounted Dr. Woody's time on the Board as: kind, wise, financial leader, discerning eyes, treated others as he

would want to be treated, fair, high moral integrity, humble, held in high regard by staff and community, sacrificed, leader through difficult times, inspiring, servant leader, loved TCA, cultivated teamwork.

**Break** 5 min (6:46) (6:56)

**VIII. Comments from the Board of Directors** 5 min (6:51) (7:01)

- Mr. LaValley read the TCA mission and encouraged everyone to make decisions to help fulfill TCA's mission.
- Mr. Rudder was enthusiastic about being on the Board and suggested ways so that the Board could get to know each other better including a BBQ.

**IX. Board Development** 10 min (6:56) (7:03)

Action: Wright

Motion: (Info)

Rationale: to better appreciate the role that the College Pathways (CP) program provides families at TCA

- Mr. Wright highlighted the following items about the College Pathways program:
  - Started small but know CP has over 500 students
  - 7-12 grade JH/HS that is an alternative HS at TCA; blended learning (on-line and class time)
  - In collaboration with Pikes Peak Community College (PPCC), students may take courses through PPCC; paid for by TCA if students pass the course
  - Students must be self-advocates in this program, manage time and work, career and college motivated
  - CP advisors work not only with students but their families
  - The goal of CP is for students to be successful in college and take advantage of the college experience
  - 90% of CP students go on to 4 year colleges and 10% to 2 year colleges

**X. Report of the President & Cabinet Spotlights** 5 min/10 min (7:06) (7:22)

Motion: (Info)

Rationale: to highlight cabinet activities (Pres., Ops, Academic Services, and Advancement).

- Dr. Sojourner highlighted the following items from his report:
  - Staff turnover: 14.1% turnover for all staff, 12.6% teachers; lowest in 10 years
    - Staff, in general, are pleased to be at TCA
    - D20 had about a 14% turnover
- The Colorado League of Charter Schools is recruiting Board members to be on their Governmental Affairs Committee; Mr. LaValley is interested in applying
- Our all staff meeting will be this Thursday, Aug 13, from 12:00-3:00 pm. The theme will be "Leaving a Legacy"
- We narrowed down the bids for our Central Campus capital construction project to two contractors (Elder Construction and GE Johnson Construction). We chose Elder.
  - Initially there were five companies but three dropped out
- Class levels
  - There is the possibility of a few (7) 6<sup>th</sup> grade classes exceeding the Boards cap limits due to less than anticipated attrition and (3) high school classes.

**XI. Consent Agenda** 5 min (7:21) (7:31)

Board Directed items to be removed from Consent Agenda:

Motion: to accept the Consent Agenda (vote)

A. Minutes: June 8 (Swanson)

B. Written Reports of the President and Cabinet

1. Human Resources (Schulz)
  - a. Matters Relating to Personnel Action
2. Finance (VanGambleare)
  - a. June Financials

C. Policy Review

1. Board Agreement per Board policy BC-TCA
2. Board Meetings per Board policy BE-TCA
3. Budget Projections per Board policy DBE-TCA
4. Board Role and Responsibilities per Board policy BBA-TCA
5. Board Committees per Board policy BDE-TCA

D. Strategic Calendar

E. President's Designation of Two Emergency Replacements per Board policy CBC-TCA

- **Motion: Mr. Carter moved to approve the consent agenda with the following exceptions:**
  - **Move the Board Agreement Policy from a consent agenda item to a discussion item**
  - **Move the Board Meeting Policy from a consent agenda item to a discussion item**
- Discussion: None
- **Vote: By unanimous roll call vote (7-0), the Board approved the Consent Agenda with the exceptions. (Mr. Carter; Yea, Mr. Dubois; Yea, Dr. Harrington; Yea, Dr. Jennings; Yea, Mr. LaValley; Yea, Mr. Moulton; Yea, Mr. Rudder; Yea)**

## XII. Discussion Agenda Items

### A. Items removed from Consent Agenda

(7:35)

- **Board Agreement**
  - **Motion: Mr. Dubois moved to send the Board Agreement Back to the Governance Committee without making any changes to review requirements for Board members to attend working sessions and review the single point of contact (Chair) to approve absences from Board meetings and was 2nd.**
  - Discussion Topics:
    - Questions the Governance Committee should consider:
      - Working Sessions do not allow any actions to be taken; could they become Special Sessions or shorter Board Meetings?
      - The number of Working Sessions seems too excessive at this point to commit additional time
      - Should Board members commit to space savers, Working Sessions, that may not take place
      - Are Working Sessions, listed on the Board's scheduled meeting calendar, considered mandatory meetings that Board members are required to attend?
  - **Vote: By unanimous roll call vote (7-0), the Board approved sending the Board Agreement back to the Governance Committee for further review and recommendation. (Mr. Carter; Yea, Mr. Dubois; Yea, Dr. Harrington; Yea, Dr. Jennings; Yea, Mr. LaValley; Yea, Mr. Moulton; Yea, Mr. Rudder; Yea)**
- **Board Meetings**
  - **Motion: Mr. Dubois moved to delete the requirement (1.L.) from the Board Meeting Policy for the Board's appointed attorney to attend all Board Meetings and was 2nd.**
  - Discussion: None
  - **Vote: By unanimous roll call vote (7-0), the Board approved deleting the requirement for the Board's appointed attorney (Board Meeting Policy 1.L.) from having to attend all Board meetings. (Mr. Carter; Yea, Mr. Dubois; Yea, Dr. Harrington; Yea, Dr. Jennings; Yea, Mr. LaValley; Yea, Mr. Moulton; Yea, Mr. Rudder; Yea)**

### B. Cabinet Level Reports

#### 1. Strategic Plan

5 min/10 min (7:26) (7:44)

Action: Chair/Sojourner

Motion: to approve TCA's strategic plan (Vote)

Rationale: to approve TCA's strategic plan and begin steps to implement the plan

- **Motion: Dr. Harrington moved to approve TCA's Strategic Plan and was 2<sup>nd</sup>.**
- Discussion Topics:
  - The Strategic Plan should be used to guide TCA in future decision making
    - It identifies areas that are important to maintaining or exceeding expectations
  - The Strategic Plan should be reviewed each year and modified as we go based upon changing circumstances that may be beyond our control
  - We must be able to assess how well we are doing
  - The Strategic Plan is not the destination (end) but provides us a pathway to a journey (way) to achieve our desires
- **Vote: By unanimous roll call vote (7-0), the Board approved TCA's strategic Plan. (Mr. Carter; Yea, Mr. Dubois; Yea, Dr. Harrington; Yea, Dr. Jennings; Yea, Mr. LaValley; Yea, Mr. Moulton; Yea, Mr. Rudder; Yea)**

#### 2. President's Goals

5 min/10 min (7:41) (7:52)

Action: Sojourner

Motion: to approve Dr. Sojourner's goals (Vote)

Rationale: for the Board to review and approve of the President's goals

- **Motion: Mr. Moulton moved to approve the President's goals for 2015-2016 and was 2<sup>nd</sup>.**
- Discussion:
  - Dr. Sojourner's goals should match with TCA's Strategic Plan.
- **Vote: By unanimous roll call vote (7-0), the Board approved the President's goals for 2015-2016. (Mr. Carter; Yea, Mr. Dubois; Yea, Dr. Harrington; Yea, Dr. Jennings; Yea, Mr. LaValley; Yea, Mr. Moulton; Yea, Mr. Rudder; Yea)**

#### 3. President's FY 14/15 Bonus Remainder

5 min (7:56) (7:55)

Action: Chair

Motion: The TCA Board approve the remainder of the President's FY 14'15 bonus as discussed in our June 8, 2015 Executive Session to be included in the President's Aug 2015 pay. (Vote)

Rationale: to approve the President's bonus based upon proven performance

- **Motion: Mr. Carter moved to approve the President's bonus based upon proven performance and was 2<sup>nd</sup>.**

- Discussion: None
- **Vote: By unanimous roll call vote (7-0), the Board approved the President's FY 14/15 bonus remainder. (Mr. Carter; Yea, Mr. Dubois; Yea, Dr. Harrington; Yea, Dr. Jennings; Yea, Mr. LaValley; Yea, Mr. Moulton; Yea, Mr. Rudder; Yea)**

**Break** 5 min (8:01) (7:56)

**C. Executive Session** 30 min (8:06) (8:05)

Action: Chair/Erin Weber/Marta Schulz/Brad Miller

Motion: Pursuant to C.R.S. 24-6-402(4)(b) Legal Advice (Former Employment)

Rationale: update on current status

- **Motion: Mr. Rudder moved to enter executive session pursuant to C.R.S. 24-6-402(4)(b) Legal Advice (Former Employment) and was 2<sup>nd</sup>.**
- Discussion: None
- **Vote: By unanimous roll call vote (7-0), the Board approved entering into executive session. (Mr. Carter; Yea, Mr. Dubois; Yea, Dr. Harrington; Yea, Dr. Jennings; Yea, Mr. LaValley; Yea, Mr. Moulton; Yea, Mr. Rudder; Yea)**

**D. Board Level Reports**

**1. Board Committees** 5 min/5 min (8:36) (8:35)

Action: Chair

Motion: to select Board Committee Chairs (Information)

Rationale: to review current Board committees and select committee chairs

- The Board reviewed the current committee list and amended the membership as follows:
  - Governance: LaValley, Jennings, Harrington, Sojourner, Tubb, Swanon
  - FAC: Moulton, Jennings, VanGambleare
  - Training: Carter, Rudder
  - Appreciation: Carter, Moulton
- Please send any other changes to the Board committee matrix to Bob Swanson

**2. Board Capital Construction Committee** 10 min/20 min (8:46) (8:52)

Action: Dubois/Jennings

Motion: to approve a temporary, joint committee of the Board for Capital Construction Oversight (Vote)

Rationale: to ensure the Board is kept up to date on the progress of current capital construction projects

- **Motion: Dr. Jennings moved and was 2<sup>nd</sup> to form a Capital Construction Committee for the purpose of:**
  - **Exercising proper governance--level oversight of the capital construction campaign approved in June 2015 by receiving staff reports**
  - **With a temporary existence**
  - **Comprised of 2--3 directors**
  - **Which shall remain active until substantial completion of the capital construction projects approved in June 2015**
  - **With no budget**
  - **And reporting to the full board every other month or as determined necessary by the committee chair and board scheduling group**
- Discussion Topics:
  - The committee would:
    - Receive reports from the administration and report back to the Board
    - Not make operational decisions
    - Ask deeper questions of the administration to discern how well the capital projects are performing; there is not enough time to discuss details at a Board meeting
    - Provide accountability and oversight
  - Without any projects being started, is it premature to have a committee?
  - Should the Board as a whole be responsible for oversight rather than delegating to a committee?
- **Vote: By a roll call vote (4-2), the Board denied the motion to create a Capital Construction Committee. (Mr. Carter; Nay, Mr. Dubois; Yea, Dr. Harrington; Nay, Dr. Jennings; Yea, Mr. LaValley; Did not vote, Mr. Moulton; Nay, Mr. Rudder; Nay)**

**3. Update on Legal Questions Raised by CLCS (Nora Flood) at July 11 Offsite Work Session** 5 min (9:16) (9:18)

Action: Miller

Motion: (Info)

Rationale: to clarify requirements for Sunshine Lists, Annual meetings, and status of Member Organizations

- TCA is a member organization; exclusive only to voting for Board members
- Sunshine list requires only notice of the meeting and does not include providing any read aheads
- After the Board returns from an executive session, the Board may or may not take any action based upon the results of the executive session in open session; there is no requirement to notify the audience of any pending action; it may be appropriate to notify the audience that an action may occur before the board enters executive session
- The Board has an Annual meeting in August to seat new Board Members (ensure Annual Meeting is noted on the Agenda)

**4. Colorado Anti-Discriminatory Act, Discussion** 10 min/10 min (9:21) (9:26)

Action: Miller

Motion: (Info)

Rationale: to ensure that Board policies are up to date

- Currently, TCA is in compliance with its anti-discrimination policies
- Cases that address specific issues will be dealt with individually

**E. Board Communication** 5 min (9:41) (9:51)

Action: Secretary

Rationale: to develop and approve of communication update to community

- New Board Positions
- Strategic Plan now on the TCA website

**F. Future Board Agenda Items** 5 min (9:46) (9:52)

1. Endowment Review, Sojourner, Sept 2015
2. Grant of Authority, Harrington, Sept 2015

**XIII. Adjournment** (Approx. 9:51 p.m.) (9:51) (9:53)

- **Motion: Dr. Harrington moved to adjourn the meeting and was 2<sup>nd</sup>.**
- Discussion: None
- **Vote: By unanimous roll call vote (7-0), the Board approved adjourning the meeting. (Mr. Carter; Yea, Mr. Dubois; Yea, Dr. Harrington; Yea, Dr. Jennings; Yea, Mr. LaValley; Yea, Mr. Moulton; Yea, Mr. Rudder; Yea)**

Attachments:

- 1) Comments from the Audience (Mrs. Renae Beckman)
- 2) Board Agreement
- 3) Affidavits for Non-disclosure of Executive Session Discussions (LaValley, Jennings, Moulton, Carter, Harrington, Rudder)
- 4) Certificates of Board Training Module Completion (Moulton, Rudder)



May 11, 2015

Board of Education  
The Classical Academy  
975 Stout Road  
Colorado Springs, CO 80908

Re: Engagement Letter

Dear TCA Board of Education:

We are pleased that TCA has asked The Law Office of Brad A. Miller, LLC (the “Firm” or “We”) to represent The Classical Academy (“TCA” 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 TCA to serve primarily as counsel to the Board and administration, 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, TCA staff, and third-parties to assist TCA 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 and update the Board with legislative and political issues (any lobbying would be done through contracted lobbyists); assist the administration with staffing matters; assist the Board with budget matters; assist the Board and administration with communications; and perform other tasks as directed by the TCA President, the Board as a whole or by the Board Chair.

The matters set forth above as the “Scope of Representation” will be charged under a monthly retainer fee of \$1,900.00, which shall include all legal fees not to exceed 20 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 20 hours per month. The fees the Firm will charge for these matters are specified in included Exhibit A, which is incorporated herein by reference.

BRAD A. MILLER, ESQ.  
TEL: 719.338.4189  
FAX: 719.466.6189  
5665 VESSEY ROAD  
COLORADO SPRINGS, CO 80908  
brad@bradmillerlaw.com  
www.bradmillerlaw.com

Brad Miller will be primarily responsible for this engagement, but will be assisted by Tim Farmer 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 TCA and provide the best legal representation based on the particular issue and our respective areas of expertise. The Firm will keep the TCA President and Board informed of the progress of the matters in which We are engaged primarily through communications with the President and Board Chair and at Board meetings. The Firm will respond promptly to the President's and Board's inquiries and communications. TCA, 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. TCA agrees to the withdrawal of the Firm as TCA'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, TCA 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 TCA'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, TCA agree to obtain-new counsel and agree to our withdrawal at the earliest possible time allowable by law.
3. Post-Engagement Matters. TCA 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 TCA's future rights and liabilities. Once our attorney-client relationship ends, the Firm has no continuing obligation to advise TCA 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 TCA 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. TCA 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 TCA agree that all client-supplied materials and lawyer end product are the property of TCA. Lawyer end product includes for example, client work product, finalized contracts and memos to TCA. The Firm and TCA 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 TCA.
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. In addition, You agree to not review or make use of any metadata included in documents delivered to you.
9. Fee Disputes. TCA agrees that any claim by TCA regarding fees billed by the Firm that TCA consider to be unnecessary or unreasonable shall be asserted and delivered to the Firm in writing not later than one hundred twenty (120) days after TCA's receipt of the Firm's invoice on which the fees or costs first appear.
10. Limitation on Time to Assert Claims. TCA 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 TCA 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 TCA, and that any claim not so asserted shall be forever barred. This provision does not limit TCA'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 TCA from filing a grievance with the Disciplinary Board. This provision may only be modified by a single written document signed by TCA and by the Firm.
11. Results. The Board Chair's signature will signify TCA'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 TCA engages the Firm on an on going basis. In addition, it is understood that the Firm has made no promises or guarantees to TCA concerning the outcome of the legal services, except that we will represent TCA's interests to the best of our abilities and in a manner consistent with the Colorado Rules of Professional Conduct.
12. 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

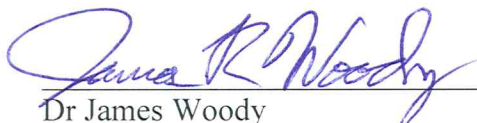


either party. All prior oral representations are merged into this final agreement. The Board Chair's signature below indicates that TCA has fully read and understands the terms and conditions outlined in this Engagement Letter and that this Engagement Letter is acceptable to TCA. If TCA wish to engage the Firm, please countersign where indicated below, retain a copy for TCA's records and forward a copy to the Firm. Please call me if TCA has 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:

 Date: 6/22/2015  
Dr. James Woody  
TCA Board Chair

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

<u>Attorney and Paralegal.</u>	<u>Current Hourly Rates.</u>
Brad A. Miller:	\$165.00
Tim Farmer:	\$145.00
Paralegal/Legal Assistant:	\$105.00

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 TCA are billed at the applicable professional's rate.
2. Travel time: Billed one-way at the applicable professional's rate.
3. Mileage: \$0.56 per mile or the current IRS standard millage 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 TCA.
5. Photocopying: Only billed if greater then 100 pages in a month, at \$.25 per page.
6. Facsimile: Only billed if greater then 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 TCA 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 TCA. We expect all statements to be paid in full within fifteen (15) days after receipt. If TCA anticipates a problem at any time, we ask that TCA 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 TCA'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 TCA's behalf, the Firm shall have a right to assert a lien against TCA.