



**PULLMAN PUBLIC
COMMUNITY FREE
MONTESSORI K-9**

Pullman Community Montessori

Board Meeting--Working Session

Board Work Session

Date and Time

星期四 三月 14, 2024 at 5:15 下午 PDT

Location

PCM Board of Trustees regular and working board meetings are held in the Gladish Community and Cultural Center room 115. To increase accessibility we offer a virtual option for attendance. If you have difficulty accessing the remote meeting link please call 509-336-5909.

Regularly scheduled board meetings are recorded. The recording can be found at this link within 5 business days following the regular board meeting: <https://www.youtube.com/playlist?list=PLvDWzfFwzxEutv7ZnwexPXpZZO71ALWEZ>

All board meetings are open to the public. Regular board meetings begin at 5:15 PM PST and are normally the third (3rd) Thursday of each month. Working meetings, if they are conducted, are the second (2nd) Thursday of each month also at 5:15 PM.

Public comment is reserved for regular board meetings. Public comment is a standing agenda item at each regular monthly meeting. Items will be addressed by the board according to the Meeting Agenda posted 48 hours prior to each meeting. If you would like to make public comment please attend one of the regularly scheduled board meetings.

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:15 PM

	Purpose	Presenter	Time
A.	Record Attendance	Beverley Wolff	1 m
B.	Call the Meeting to Order	Beverley Wolff	
II.	Prospective Trustee Interviews		5:16 PM
A.	Interview: Christopher Albano	Vote	Beverley Wolff
	The Board of Trustees will interview prospective Trustee candidate Christopher Albano. The Board will use the standard Board Candidate Evaluation Tools & Questions document to evaluate the applicant.		
B.	Interview: Alan MacPhee		35 m
	The Board of Trustees will interview prospective Trustee candidate Alan McPhee The Board will use the standard Board Candidate Evaluation Tools & Questions document to evaluate the applicant.		
III.	Other Business		6:26 PM
A.	Change in OE 'Teacher of Record'	Vote	Laylah Sullivan
	The Board will review the changes to the OE cohort that have resulted in the securing of Jordan Bovee (Emergency Certificated Instructional Assistant) as the long-term substitute teacher of record for the OE community.		
	<ul style="list-style-type: none"> • Loss off student population resulting in class size too small to justify the hiring of a teacher outside of PCM • Population too small for size of 102 classroom (also not cost effective) • Movement of OE cohort to 205a to create positive learning environment, opportunity for expanded community when appropriate, and support more of a co-teaching model. • Proximity to AC allows for combined community opportunities when appropriate but offers the separate spaces needed to maintain separate cohorts. • Survey was conducted with AC/OE families and Classroom Team hosted Q&A meeting 		
	Proposed Motion: I motion to approve Jordan Bovee as the long-term sub teacher of record for the Older Elementary community for the remainder of the 2023-24 school year.		
B.	Third Party Investigation	Vote	Robin McDonald
	The Board will review the Third Party Investigation proposal and plan.		

	Purpose	Presenter	Time
C. Budget Scenarios (5-year budget projections)	FYI	Laylah Bewick	15 m
(Tentative) School leadership will present 5-year budget scenarios for consideration. No decisions will be made at this meeting.			
IV. Closing Items			6:56 PM
A. Adjourn Meeting	Vote	Beverley Wolff	

Coversheet

Interview: Christopher Albano

Section: II. Prospective Trustee Interviews
Item: A. Interview: Christopher Albano
Purpose: Vote
Submitted by:
Related Material:
Christopher Albano - completed board candidate questionnaire_Redacted.pdf
Christopher Albano Resume.docx_Redacted.pdf
Albano, Conflict of Interest.pdf

Good evening.

I've finished the questionnaire. I've attached my responses to the body of this email. Please feel free to reach out if you have any questions.

Very respectfully,

Christopher Albano
850-737-1562

1. What do you find appealing about PCM's Mission and Vision?

There are a lot of things that I find appealing about PCM's Mission and Vision. The thing which is most striking, though, is the transformation I have seen in my daughter, Ariana, and the other little person residing with our family, Alaska. I believe that both children have grown so much at PCM and are genuinely much better prepared for high school (and life in general) than they would be in other types of educational environments. It has been a delight to watch them grow emotionally and academically by leaps and bounds.

I strongly believe that PCM's Full Inclusion approach to education is likely to lead to vastly better outcomes for any child who has that opportunity. In addition to producing happy, well-adjusted individuals, this school is producing exceptional critical thinkers, problem-solvers, and leaders. Our world needs those individuals more than ever.

2. What skills, connections, acumen, and/or characteristics would you bring to the PCM board to further us on our pursuit to achieve our mission and vision?

My vocation requires strong analytical, research, and troubleshooting skills. While I professionally apply these skills most frequently to electronics and test equipment, they can be applied broadly to a variety of types of problems. When we are able to identify and isolate the most important bits of data, it becomes easier to make informed and effective decisions that are more likely to shape our world in positive ways.

My time in the Army was a course in navigating difficult situations, prioritizing limited resources, and achieving positive results, regardless of how severe the situation looked. Military life forces one to learn the emotional regulation necessary to keep a level head, even in the most austere of environments. Additionally, I do have some direct experience managing public resources from my time serving as my Company's SAMS clerk. I was responsible for tracking the readiness of all the vehicles assigned to us and

ensuring that maintenance and repair were accomplished in a timely manner. At the same time, I tracked and maintained my team's EOD-specific equipment and worked with my team leader and supply Sergeant to correct deficiencies. While I am not yet completely familiar with the specific fiduciary requirements Washington charter schools are subject to, I am familiar with the general principles and am eager to do the required research. I hope to be able to assist in navigating through the school's current challenges to help ensure that it continues to be a source for the LEADERS our community and world desperately needs.

3. Can you consistently commit an average of 12 hours per month towards growing your skills and fully participating in board responsibilities (promotional events, board meeting preparation and participation, board training, and/or committee meetings)?

Yes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

*It may be best to connect with all three contacts by text in order to work out a good time to talk.

CHRISTOPHER ALBANO

Electronics Engineering Technician

CONTACT



EDUCATION

Idaho State University
Robotics and Communications
Systems Engineering BAS
2019

NAVSCOLEOD
Eglin Air Force Base, FL
June 1, 2012 (Class 12-10 N)

EXPERTISE

General Electronics Analysis &
RF Theory

Laboratory Procedures

Professional Training Objectives
& Methods

Operational Planning & Process
Improvement

Information Security

Threat Prevention & Tactical
Countermeasures

PROFILE

Communications & Electronic Systems expert with a proven record for the careful management of sensitive information and situations. Passionate about public education, with an interest in Full Inclusion and Montessori methodologies. Respectful of the unique challenges and legal constraints that come with operating inside the public sphere. History of employment and volunteerism supporting education through mentorship and coaching. Analytic, solution-driven approach to problem-solving. Demonstrates a rapid grasp of detailed data. Proven ability to operate within budgetary and other critical organization constraints.

PROFESSIONAL EXPERIENCE

Hardware Engineering Technician, Schweitzer Engineering Laboratories / 2020-Present

Engineering test support and validation. Uses functional and safety qualification guidelines to aid in the development of protective & automation equipment for industrial & utility-scale electrical infrastructure. Conducts primary research in technical literature, troubleshooting, and testing to determine root causes when test results are not aligned with expected outcomes. Trains peers on specialized & sensitive test equipment. Mentors junior technicians, engineers, and technical interns. Collaborates on technical & cultural fit interviews for technician candidates.

Conducted safety testing and spear-headed functional design improvements for three new SEL products.

Conducted testing and improvements to various existing products.

RCET Program Tutor Idaho State University / 2018-2019

Mathematics and electronics tutor to roughly two dozen students. Mentored successive students as one of the two pioneer baccalaureate graduates of ISU's Robotics & Communications Systems Program.

Explosive Ordnance Disposal Technician United States Army / 2011 – 2017

Advanced IED Electronics subject matter expert and head fabricator for 242nd Explosive Ordnance Battalion. IED training-aid prototype and schematics developer. Supported CI2C IED. Developed curriculum on PIC and micro-computer driven IED applications. Training aids clerk and inventory manager over a 24-month period. Operated as Maintenance NCOIC over an 18-month period, including mentoring soldiers. Operated as SAMS-1E Subject Matter Expert for

CHRISTOPHER ALBANO

Electronics Engineering Technician

SKILLS

Curriculum Development & Design

Scratch Educational Software

Chrome Web Development Tools

Circuit Layout and Fabrication

C, HTML, CSS, & JavaScript

Adobe Suite, Code::Blocks & Visual Basic Blend studios

PCB Design and Layout Using KiCAD

PIC and Raspberry Pi Programming

Python Task Automation & Data Processing

Optical Test Equipment and Design

Bash, Gedit, & Raspbian OS Linux Software

Arduino Development Software

AWARDS

Certificate of Appreciation
United States Secret Service & the United Nations General Assembly

(2) Army Achievement Medal
Meritorious Service

PROFESSIONAL EXPERIENCE (CONTINUED)

242nd Battalion over 30 month period, including training users. Conducted training for supported military units and civilian law enforcement agencies regarding basic explosive and UXO safety. Graduated second-in-class at NAVSCOLEOD.

Designed & constructed more than 200 C-IED training devices and scenarios.

Developed reusable Raspberry Pi driven advanced circuit training device. Built and published HTML EOD team book with integrated tools and checklists.

Operated as EOD Team Sergeant February 2014 - 2016.

Assistant Manager of Dietary Services Emeritus / 2006 – 2011

Assisted in the dining management for a 63-person facility. Shared responsibility in staff schedule planning. Conducted staff training covering sanitation practices and food safety. Ensured all food procedures were followed in accordance with established policies and sanitary regulations and assisted in preparing and serving meals as necessary. Maintained the care and use of supplies and equipment while keeping dining facilities clean for use. Dealt tactfully with personnel, residents, family members, visitors, and government agencies.

Created and managed a database list for kitchen inventory, ordering purposes, and menu planning.

Cook Lincoln Early Childhood Center - Pocatello SD 25 / 2005 – 2006

Served children from low-income backgrounds. Adhered to the regulations set by School District 25's nutritionist to provide students with nutritionally balanced diets. Prepared food and ensured everything was served in accordance with established procedures, policies, and sanitary regulations and participated in regular food-handling training. Dealt tactfully with personnel, students, family members, visitors, and government agencies.

Facilities Assistant Caretaker & Kitchen Manager Cathedral Pines Camp / 2004-2005

Managed dining services and kitchen staff for 150-person-occupancy camp and assisted in seasonal maintenance/upkeep of the facilities. Trained and scheduled camp staff and volunteers. Aided in preparations for special events such as weddings, as well as 12 regularly-scheduled camps, including two Theater Camps, and Camp Rainbow Gold - Idaho's first medical camp which supported children (and

CHRISTOPHER ALBANO

Electronics Engineering Technician

AWARDS (CONT.)

Army Commendation Medal
Dedication to Duty

Certificate of Achievement
Raven's Challenge

EOD Senior Badge
4 Years EOD Service

(4) Dean's List
Idaho State University

(2) President's List
Idaho State University

PROFESSIONAL DEVELOPMENT

ED-Ex
2015 – Present

CS50 – Introduction to Computer Science and Programming
EE40LX – Electronic Interfaces

Army Skills Portal
2015 – 2017

Certified Ethical Hacker Coursework
Systems Security Certified Practitioner Coursework

VOLUNTEER EXPERIENCE

Treasurer
Idaho State University Robotics Club / 2018 – 2019

Maintained financial responsibility and accountability for ISU's Electronics Club resources. Competed in skills competitions at the state level and provided outreach/education to local district students in order to develop broad electronics skills.

Club Coach
Pocatello Valley Montessori School Robotics Club / 2017 – 2019

Assisted the staff and students at PVMS in planning lessons and activities for school and club. 1-1 mentored smaller students and coached a larger group. Participated in demonstrating concepts and student projects to the wider school district.

Wrote successful grant for robotics interaction set of equipment and tools.



Our mission is to prepare all students to reach their full potential for future success in high school, college, career, and life, using the rich resources of our community.

Conflict of Interest Disclosure & Acknowledgment

Instructions: Check "yes or no" to each question in the table below. If you answer "yes" to any of the following questions, provide an explanation at the end, labeling explanations with the number of the corresponding question. Use a separate piece of paper if necessary.

<input type="checkbox"/> I have no conflicts or potential conflicts to disclose (skip to acknowledgments).	NO	YES
1. Do or will you, your spouse, or any member of your immediate family, have any contractual agreements with the proposed charter school?	CA	
2. Do you, your spouse, or any member of your immediate family have any ownership interest in any company contracting with the proposed charter school?	CA	
3. Did or will you, your spouse, or any member of your immediate family lease or sell property to the proposed charter school?	CA	
4. Did or will you, your spouse, or any member of your immediate family sell any supplies, materials, equipment or other personal property to the proposed charter school?	CA	
5. Have you, your spouse, or any member of your immediate family guaranteed any loans for the proposed charter school or loaned it any money?	CA	
6. Are or will you, your spouse, or any member of your immediate family, be employed by the proposed charter school?		CA
7. Did you or your spouse provide any start-up funds to the proposed charter school?	CA	
8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity that would answer "yes" to any of the questions 1-7?	CA	
9. Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?	CA	



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10. Do you currently serve as a member of the board of any public charter school?	Cb	
11. Do you currently serve as a public official?	Cb	
12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?	CA	
13. To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the proposed charter school?	Cb	
14. I have an additional conflict of interest not listed in the options above. <i>Please describe:</i> _____ _____ _____ _____	Cb	

If you checked YES to 1-13 provide explanation:

7. Elise was employed by PCM for part of the 2022-2023 school year. She resigned shortly before the beginning of the 2023-2024 school year due to some personal safety concerns. I suspect she would consider returning if the opportunity presented itself, because her safety concerns have been addressed.

Coversheet

Interview: Alan MacPhee

Section: II. Prospective Trustee Interviews
Item: B. Interview: Alan MacPhee
Purpose:
Submitted by:
Related Material: MacPhee board questionnaire _Redacted.pdf
MacPhee Resume_Redacted.pdf
MacPhee, Conflict of Interest Disclosure.pdf

PCM PROSPECTIVE BOARD MEMBER QUESTIONNAIRE

After reviewing our Board Member Application Packet, please complete this questionnaire. You are welcome to write in 'bulleted' format. Your time and thoughtful response is greatly appreciated. Along with this questionnaire, please complete the Conflict of Interest Disclosure & Acknowledgement form. Please return completed documents, including your RESUME, to lsullivan@mypcm.org or deliver to our main office at Gladish Community & Cultural Center Room 212.

1. What do you find appealing about PCM's Mission and Vision?

Mission: I like the phrase *using the rich resources of our community*. Families of PCM have tremendous knowledge and experience to share with the students. The remainder of the mission statement is an excellent aspiration, although the degree of PCM's success in meeting that mission appears to be difficult to measure.

Vision: The focus on students and families is appealing to me. I would like very much for PCM to evolve as an agent of change, helping to progress our education system, and better meeting the needs of students, families, and educators.

As a board member, I would encourage high-level measures and milestones to steer us to realization of the mission and vision.

2. What skills, connections, acumen, and/or characteristics would you bring to the PCM board to further us on our pursuit to achieve our mission and vision?

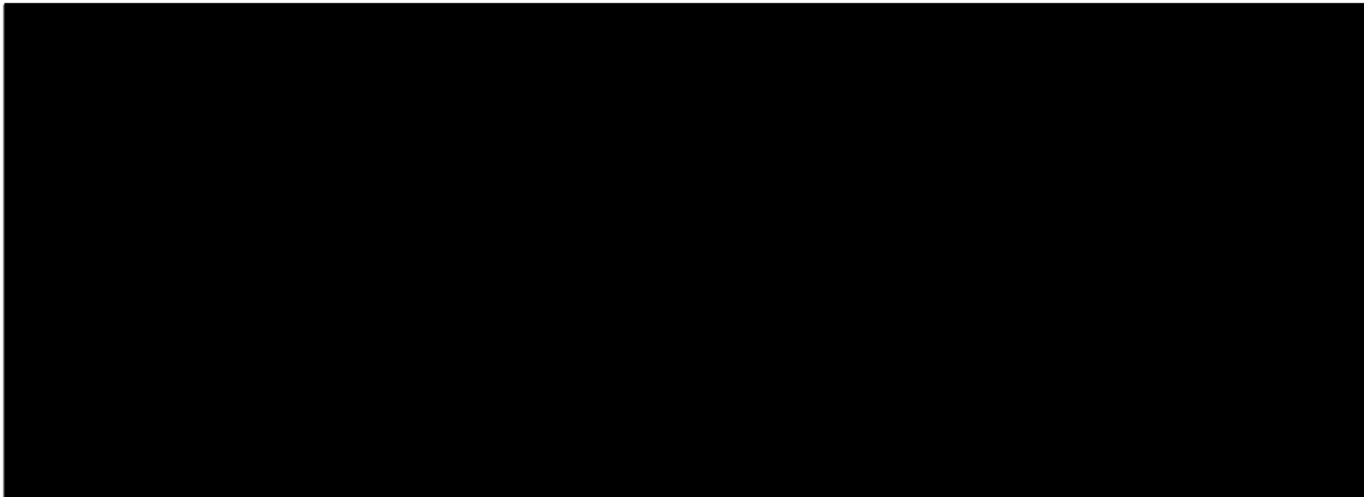
Skills: I am a CPA. I have been a corporate controller, financial modeling analyst, budget & forecast manager, statistical analyst, and director of IT, all in a publicly-traded company subject to considerable governance frameworks, financial controls, and procedures. I have been in management most of my career and consider mentoring to be one of my most rewarding activities.

Acumen: the above skills have equipped me to analyze financials, to create and convey financial models with multiple uncertain variables, and to manage stewardship of information assets within a governance framework. I have been a leader in preparation and analysis of budgets, forecasts, and strategic plans, and in measurement systems for assessment of goals and periodic progress in meeting them.

Characteristics: I have been praised for my integrity and advocacy for openness. My highest personal goals include equanimity and kindness. On the other hand, I can be lighthearted enough to seem flippant - something I need to always monitor.

3. Can you consistently commit an average of 12 hours per month towards growing your skills and fully participating in board responsibilities (promotional events, board meeting preparation and participation, board training, and/or committee meetings)? Yes! I am retired and have availability most weekdays.

Please provide 2 references that can speak to the skills, connections, acumen and/or characteristics you spoke to above.





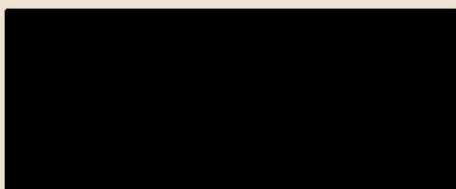
ALAN MACPHEE

Video Editor, Composer, Finance Consultant

Able to collect raw video, photographs, music, text, graphics, and and effects into cohesive videos in various formats, and to compose short musical works to complement mood and feeling.

Able to assist NPOs and small businesses with financial analysis, compliance, and accounting on a volunteer basis.

CONTACT



CREATIVE WORKS

[_Click on links](#)

I Am the River

Video, poetry, photography

Land Acknowledgement

Video

To Build a Song

Video, original music

613 Hues

Video, photography, original music

Seven Little Rabbits

Video, original music

Original Music

[Step on a Crack](#)

[Greyhound Swagger](#)

[Rosenberry Festival](#)

[Tuesday Morning Tea](#)

[Dhyāna](#)

[The Buskers](#)

[Comfy Creek](#)

COMPETENCIES

VIDEO AND MUSIC

2019 - 2024

- Video production: competent in Adobe Premiere Pro and After Effects, Apple iMovie, Canva
- Music composition: competent in Apple Logic Pro X, GarageBand, and Finale notation software
- Digital design: competent in Canva, Microsoft PowerPoint, Adobe Photoshop
- Competent with MacOS and iOS

BOARD MEMBER (VOLUNTEER)

2024

Alternatives to Violence of the Palouse

- Serving on finance and development committees
- Deploying prior experience in sexual assault recovery

VIDEO TEAM LEAD (VOLUNTEER)

2022-2023

Low Entropy Foundation, Vancouver, BC

- Produced videos about human interest and life skills
- Mentored team members in artistic and technical proficiencies

DIRECTOR OF IT

2015-2019

Hecla Mining Company

- Transitioned infrastructure from on-premise to cloud paradigm
- Focused on diversity, inclusiveness, mentoring, customer service, and IT governance framework (COBIT)

CORPORATE FINANCE, CPA

1983 -2015

Imerys Group and Hecla Mining Company

- Numerous management roles in IT and finance including corporate controller, financial modeling, manager of budgets & planning, operations analyst, statistical analyst
- Focused on colleagues' work/life balance, education, mentoring, and harmony in the work place

EDUCATION

Berklee College of Music, Boston

Music theory, composition, production

Vanderbilt University, Nashville

Network engineering certification

Westminster University, Salt Lake City

Bachelor of Science - finance, minor psychology



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Conflict of Interest Disclosure & Acknowledgment

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✓ I have no conflicts or potential conflicts to disclose (<i>skip to acknowledgments</i>).	NO	YES
1. Do or will you, your spouse, or any member of your immediate family, have any contractual agreements with the proposed charter school?		
2. Do you, your spouse, or any member of your immediate family have any ownership interest in any company contracting with the proposed charter school?		
3. Did or will you, your spouse, or any member of your immediate family lease or sell property to the proposed charter school?		
4. Did or will you, your spouse, or any member of your immediate family sell any supplies, materials, equipment or other personal property to the proposed charter school?		
5. Have you, your spouse, or any member of your immediate family guaranteed any loans for the proposed charter school or loaned it any money?		
6. Are or will you, your spouse, or any member of your immediate family, be employed by the proposed charter school?		
7. Did you or your spouse provide any start-up funds to the proposed charter school?		
8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association or other legal entity that would answer “yes” to any of the questions 1-7?		
9. Does any other board, group or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?		

Coversheet

Third Party Investigation

Section: III. Other Business
Item: B. Third Party Investigation
Purpose: Vote
Submitted by:
Related Material:
2024-03-12 Pullman Comm Montessori Engagement ltr to Board of Directors.pdf
Standard Terms of Engagement - Jan2024.pdf



March 12, 2024

Stephanie P. Berntsen
Admitted in Washington and
California
D: 206-689-1235
C: 206-992-5972
sberntsen@schwabe.com

VIA E-MAIL ROBINM@MYPCM.ORG

Robin McDonald
Board of Directors
Pullman Community Montessori
115 NE State St., Rm 212
Pullman, WA 99163

RE: Engagement of Schwabe, Williamson & Wyatt, P.C.
Our File No.: 119800-163799

Dear Robin:

We appreciate the opportunity to be of service to Pullman Community Montessori. This letter, together with the attached Standard Terms of Engagement, constitutes our contract of engagement to provide legal services and legal advice to Pullman Community Montessori (and not to any other shareholders, affiliates, subsidiaries, parents, stakeholders, people, or entities) to conduct a workplace investigation of the Head of School and whether her actions violate Washington's Law Against Discrimination or other applicable law.

Please be advised that the Corporate Transparency Act ("CTA"), effective as of January 1, 2024, requires that certain companies report beneficial ownership and other information to the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN"). At this time, our representation DOES NOT include any legal advice or other assistance related to the CTA. You and Pullman Community Montessori have sole responsibility for compliance with the CTA including reporting requirements and Schwabe assumes no liability resulting from any failure to comply with the CTA. If Pullman Community Montessori requires legal advice regarding any reporting obligations or application of the CTA, a separate engagement will be required.

The team members we anticipate will work on this matter are listed on the attachment with their hourly rates and contact information. We review billing rates at the end of each calendar year and may adjust them at the beginning of the next year.

We know that Pullman Community Montessori values and expects timely legal work from us. We likewise value and expect timely payment within thirty days of the date of our invoices.

Robin McDonald
March 12, 2024

We want Pullman Community Montessori to be satisfied with the services we provide. If Pullman Community Montessori ever has concerns, please contact our Chief Executive Officer, Graciela Cowger, at 360.905.1100. For payment questions, please call our Director of Accounting, Liz Russell, at 503.796.2846.

Again, thank you for your confidence in us.

Very truly yours,



Stephanie P. Berntsen

SPB:res
Enclosure

WIRE FRAUD WARNING: If you need to wire funds to Schwabe, Williamson & Wyatt, P.C., and you receive wire transfer instructions or changes to prior wire transfer instructions, please verbally confirm the instructions with Schwabe’s Director of Accounting or Chief Financial Officer. Call Schwabe’s offices using previously known or independently derived contact information.

Please be extra careful with instructions delivered by electronic mail. Do not respond to or solely rely on the information provided, including the wire instructions and contact information.

The foregoing terms and conditions, including the attached Standard Terms of Engagement, are agreed.

PULLMAN COMMUNITY MONTESSORI

By: _____

Its: _____

Date: _____

Robin McDonald
March 12, 2024

ATTACHMENT A
CONTACT INFORMATION

<u>Lawyer/Paralegal</u>	<u>Current Hourly Rate</u>	<u>Contact Information</u>	<u>Secretary/Contact Information</u>
Stephanie P. Berntsen	\$500	1420 5 th Avenue Suite 3400 Seattle, WA 98101 Direct: 206.689.1235 Fax: 206.292.0460 sberntsen@schwabe.com Cell: 206.992.5972	Rayanne Sherwood Direct: 206.689.1208 rsherwood@schwabe.com



Standard Terms of Engagement

Initial Conference

The relationship with your attorney will usually begin with an initial conference. The purpose of this conference is for the attorney to learn about your situation, and then to discuss candidly the scope of services that will need to be provided. You should have a clear understanding of the legal services we will provide. Unexpected bills often are the result of poor communication at the beginning of a project and can damage a good working relationship. Don't hesitate to ask any questions you might have about costs and the amount of work anticipated. Most of the attorney's work will be performed outside your view—legal research and analysis, document drafting, and negotiation with opposing counsel. In most circumstances, we will also charge for waiting time in court and elsewhere and for travel time. We will act at all times on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based upon the state of the law at the time they are expressed.

Identity of Client

The engagement letter identifies the client. Unless specifically stated, **no** other person or entity will be represented whether officers, directors, shareholders, or other stakeholders who may have an interest in the subject of the representation.

Who Will Provide the Legal Services

To best serve your needs, we may assign various lawyers or paralegals in the firm to work on a particular matter, if, in our judgment, that becomes necessary or appropriate. Our objective is to draw upon our expertise and experience to represent you most efficiently and economically. The letter accompanying these Terms and Conditions lists those individuals in the firm who we plan to involve in this engagement, including their secretaries, together with all contact information. We have included cell telephone numbers if ever you should need to contact any of us outside of normal business hours. Most of us can retrieve e-mails remotely, both during and outside normal business hours.

Fees and Costs

We find it advisable to confirm our mutual understanding with respect to the payment of fees and other charges incurred in connection with this engagement. We customarily undertake engagements on an hourly fee basis. We primarily base our fee on the amount of time devoted to this engagement, with the fee determined by the time spent on the matters multiplied by the individuals' hourly rates. There may be instances where other factors may be taken into consideration in determining our fees. These include such factors as the time limitations imposed by the client or the matter; the benefit resulting to the client or the results achieved for the client; the skill requisite to perform the services properly; the experience, reputation and ability of those performing the services; the complexity of the work and the novelty and difficulty of the questions involved; the efficiency with which it is accomplished; the extent to which we may have forgone other client opportunities in order to satisfy your requirements; and any unforeseen circumstances arising in the course of our representation. In such events, the fee will be reflected on our invoice as an adjustment to the time expended or to the hourly rate. In some of those instances (such as where we have invested in and utilize in our engagement sophisticated business/document production templates), the charge will reflect a sharing with the client of some of the resulting savings realized through our enhanced efficiencies. Hourly rates for attorneys in the firm vary according to experience and expertise. The range is currently from \$370 to \$900 per hour for attorneys and from \$170 to \$380 per hour for paralegals.

If we have more than one client in a matter, unless otherwise agreed in writing, all clients will be jointly and severally liable for our fees and other charges incurred in connection with this engagement.

The firm typically incurs costs in connection with the legal representation. In addition to fees for services rendered, we charge and you will be invoiced for all such direct or out-of-pocket costs,¹ that we may incur in connection with this engagement. All such charges will be clearly noted on our invoices. With this engagement, you authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in this matter. With respect to any out-of-pocket expense to a third-party vendor in excess of \$100, either we ask that you pay the amount in advance, or we will submit the invoice to you and ask that you pay it to the vendor directly.

We are very sensitive to the financial considerations involved in our representation and will make every effort to alert you to any event or circumstance that could affect the fees or time involved in this matter. To assist you in managing the financial aspects of this engagement, if you would like, we could notify you at such time as our aggregate fees reach one or more specified thresholds. At that time, we could sit down and take stock of what we've achieved, what remains, and what the likely fees and costs will be.

¹ These include, by way of illustration, such costs and expenses as photocopy charges, mileage, travel expenses, special postage, delivery charges, filing fees, extraordinary secretarial charges, computer-assisted legal research, use of other service providers, and in the case of litigation, filing fees, deposition costs, process servers, court reporters and witness fees, etc.

If during the course of our engagement, you should ever have questions about an invoice, the status of your account, or if you otherwise need to speak with someone in our accounting department, please contact Liz Russell, Director of Accounting, at 503.796.2846 or by e-mail at lRussell@schwabe.com.

Advance Fee Deposit

Unless other arrangements are made in advance, you will be expected to pay us an advance fee deposit before we start work, which, unless we agree otherwise, will be applied to your final invoice. Upon completion of work, any remaining balance will be refunded directly to you without interest. Payment of an advance fee deposit does not relieve you of the obligation to make prompt payment of invoices. Unless otherwise directed, all advance fee deposit funds are placed in a client trust account, and the interest earned on those accounts is donated, by law, to support public interest objectives of either the Oregon or Washington law foundations.

Credit Checks

It is our general practice to conduct credit checks on all new business clients, the results of which may not be available until after the initial conference. Information from that credit check may result in the primary attorney subsequently requiring an advance fee deposit or other financial arrangements. If you are unable to make such financial arrangements, it may be necessary for us to withdraw from or decline your representation.

Billing Statements

Unless otherwise agreed upon, billing statements are sent monthly. All invoices are due and payable in full within thirty (30) days after invoice date. Our policies regarding late payments are as follows:

- (1) Invoices unpaid for more than thirty (30) days after invoice date will be subject to a late payment charge of 9% annually.
- (2) We may, at our option, seek to recover from you the balance due, together with collection expenses including costs disbursements allowed by law, attorney fees and expenses, including those on appeal (and including those incurred by Schwabe, Williamson & Wyatt internally without engaging an outside law firm).
- (3) We may find it necessary to terminate services and withdraw from representation.

If you find yourself unable to make timely payment, please contact our Credit and Collections Coordinator or your primary attorney.

Estimates

We often receive requests to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated. For certain well-defined services, we may quote you a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat-fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided. We may, in appropriate circumstances, provide legal services on a contingent fee basis. Any such contingent fee arrangement must be reflected in a written contingent fee agreement provided by our contingent fee review committee.

Working Arrangements

Problems or confusion about bills should be directed to our Accounting Manager or your primary attorney. Your primary attorney may assign various lawyers or paralegals in the firm to work on your file. If you are concerned about who works on your file, please discuss these concerns with your primary attorney.

By selecting our firm to represent your interests, you give the firm the power of attorney to execute all complaints, claims, verifications, dismissals, deposits, and orders and take other actions on your behalf. Be assured, however, that settlements affecting your interests will occur only with your consent. Such consent need not be in writing.

Cooperation

As a necessary term of our engagement, and to enable us to represent you effectively, you agree to cooperate with us in the matters we are handling for you and you must fully and accurately disclose and provide to us all information and documents relevant to our representation or as we may otherwise request. You will need to make yourself reasonably available to us to meet with us, and to attend meetings or any proceedings in which we may be involved on your behalf. In order for us to contact you at all times, you will provide us with all current contact information (address, telephone number, fax number, e-mail address, etc.) and shall promptly notify us of any changes in such information. And, of course, you must agree to pay our fees and costs on the terms described in our engagement letter and these Standard Terms of Engagement.

The advice and counsel we provide to you during the course of our representation of you is solely for your use and reliance and is not intended to be advice upon which anyone else is entitled to rely. Please understand that sharing privileged communications between us with any third party can cause a waiver of the attorney-client privilege to your detriment.

New Matters

These Standard Terms of Engagement will also apply to all future legal matters in which we provide you legal services. Those additional legal services may be initiated by e-mail or other communication.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice. Those rules list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including, for example: nonpayment of fees or costs, your misrepresentation or failure to disclose material facts, your action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our client any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary, we will give you written notice of our withdrawal.

At your request, your original papers and property that you have provided to us will be returned to you promptly upon receipt of payment for final outstanding fees and costs. Schwabe Williamson & Wyatt reserves the right to assert an Attorney’s Lien under Oregon law as described in Oregon Revised Statutes chapter 87. We will retain our own files pertaining to the matter. These files include, for example, our administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers’ work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We will then store the file for seven (7) years. The file will be destroyed by shredding after that period of time unless you instruct us in writing to send it to you. All work product remains the property of Schwabe, Williamson & Wyatt, and we will have the right to assert any liens permitted by law.

After completion of the transaction or other matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the transaction or the matter to provide additional advice on issues arising from our representation, we have no continuing obligation to advise you with respect to future legal developments.

If You Become Dissatisfied

Schwabe, Williamson & Wyatt recognizes that working with an attorney represents a significant investment of your time and money. We pledge to provide you with quality counsel and advice. If at any time during this relationship you become unhappy or dissatisfied with our work, we urge you to contact your primary attorney and seek a mutually satisfactory resolution of your concerns. If you are unable to resolve these issues with your primary attorney, please call our Chief Executive Officer, Graciela Cowger. She can be reached at 360.905.1100 or by e-mail at gcowger@schwabe.com.

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This Standard Terms of Engagement is an attachment to our letter of engagement to you. In the event of any conflict between the two, the letter of engagement will control our agreement with you.