



February 12, 2018

Ms. Karen Long
Rosenstein, Fist & Ringold
525 S. Main St., Ste. 700
Tulsa, OK 74103

Dr. Jack Herron
Chickasha Public Schools
900 W. Choctaw
Chickasha, OK 73018

RE: Forensic Accounting Procedures

Dear Ms. Long and Dr. Herron:

This letter confirms our agreement that Workman Forensics, LLC (the "Company") has been engaged to provide services to Rosenstein, Fist & Ringold (the "Firm") to assist in the Firm's rendition of legal services to Chickasha Public Schools (the "Client"). This letter and the Standard Terms of Engagement that are attached as Exhibit "A" govern our relationship. Our Company provides forensic accounting, fraud examination, and expert witness testimony services, as needed, for litigation support. The Company's engagement is limited to forensic accounting services as it relates to this matter and only to those additional specific matters which we from time to time explicitly agree to in writing to undertake. The Company will use best efforts to complete work associated with this engagement in a timely and efficient manner, however, no specific timelines or deadlines are agreed to by Company unless expressly agreed to in writing by the Company.

Our fees for services rendered will be calculated at the standard hourly rates for services performed and will be subject to the terms provided in Section 1 of Exhibit "A". The hourly rates for those who will work on this matter range from \$100.00 to \$245.00 per hour. These rates are subject to being adjusted from time to time. Hourly fees incurred will be billed monthly.

All work/billable hours incurred each month will be billed by the 5th of each month. Payment from client is expected within thirty (30) days. If payment is not received within the thirty (30) days, all work will cease until the account is made current.


The Client and the Company hereby agree that, notwithstanding anything else contained herein or in the attached Standard Terms of Engagement to the contrary, any fees and other charges billed by the Company in connection with the engagement covered by this letter shall be paid by the Client. By its signing the enclosed copy of this letter, the Client agrees and consents to be bound by the terms of this engagement letter for the limited purposes indicated herein.

The signature of the Firm's agent set forth hereon is only for the purposes of engaging the Company to assist in ongoing litigation and does not bind the Firm to any other terms set forth herein, including payment of fees incurred by the Client.

If you have any questions, please do not hesitate to call us. Otherwise, please sign and return the enclosed copy of this letter. We very much appreciate this opportunity to work with you.

Sincerely,

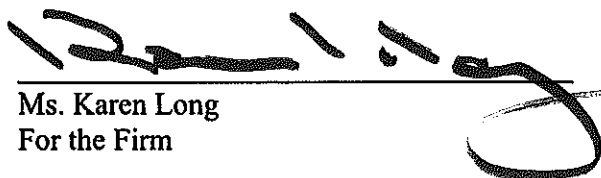
WORKMAN FORENSICS, L.L.C.



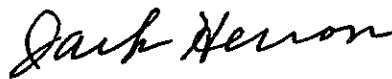
Leah Wietholter, Managing Director

Enclosures (3)

AGREED AND ACCEPTED this 13th day of February, 2018.

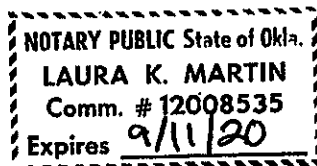


Ms. Karen Long
For the Firm



Dr. Jack Herron
For the Client

Julie Hubbard
Board member
2-13-18



Workman Forensics, L.L.C.

Schedule of Non-fee Charges to Clients

I. Document Reproduction.

Should the Company outsource document reproduction, the client will be notified and will be charged at actual out-of-pocket cost.

II. Postage.

The Company charges clients at cost for postage.

III. Out-of-pocket Disbursements.

The following types of disbursements when related to a client matter are charged at the Company's cost:

- Advances on behalf of clients
- Courier and messenger services
- Equipment when purchased solely for a client matter
- Meals
- Outside services
- Supplies (when amounts are large or type of supply item is special)
- Taxis, mileage, parking (local)
- Travel (airfares, hotels, meals, car rentals, fees of travel agencies and professionals, taxis and incidentals)
- Other items not covered above that are directly attributable to a client matter

**WORKMAN FORENSICS, L.L.C.
STANDARD TERMS OF ENGAGEMENT**

Governing Terms.

These terms govern the relationship between the Company and the Client, as defined in the letter to which these terms are attached ("Cover Letter"). The Cover Letter and these Standard Terms of Engagement, together with all undertaking letters, if any, constitute the entire understanding between the Company and the Client, and supersede all prior understandings, written or oral, relating to our engagement. Any change must be made or confirmed in writing.

Unless modified in writing by mutual written agreement, these terms are an integral part of your engagement of our Company. Our employment on your behalf is limited to those specific matters which we agree to undertake.

1. Fees.

Any estimates of anticipated fees that the Company provides are, due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum fee quotation. The Company's actual fees will be determined in accordance with the policies described herein.

The Company's billing statements are due and payable upon receipt. The Company asks and expects payment of billing statements on a current basis, as delayed payment adds to the Company's overall cost of providing services.

The Client agrees to pay the fees and other charges billed by the Company. The Company's fees for services generally are based on time spent on specific projects, computed at our hourly rates for those persons performing the services. Hourly rates are all subject to adjustment by the Company from time to time. If an independent contractor is assigned to work on any matter which the Company undertakes on behalf of the Client, whether or not they are employed through an independent agency, the Company will charge the Client hourly rates based upon its hourly rates for employees with similar qualifications and experience. After consultation, we also may take into account additional factors in performing our services in connection with any matter, such as unusual time limitations, the unusual level of skill required, the efficiency with which the services were performed and other relevant considerations. Other charges for which we will bill are described on the enclosed current schedule of charges, which is subject to adjustment from time to time. Any estimate of the fees and other charges that may be incurred in connection with the services we will provide on any matter is not a fixed or maximum fee and does not constitute a commitment by us to perform the described services for that amount, or an obligation to pay that amount. In the event payment of a retainer has been made, we anticipate deducting a monthly amount from the retainer for the professional services rendered and other charges and expenses incurred in connection with each matter we are handling.

Payment is due upon receipt of our statement and in no event later than thirty (30) days thereafter. We reserve the right to charge interest on amounts overdue at fifteen (15%). The Client may at any time request details regarding any matter, specifying the individuals involved,

their positions, the hours and work performed and an itemization of other charges. If we agree in writing to look first to the Client's customer or insurer to pay our fees and charges, the Client nonetheless guarantees such payment will be made within thirty (30) days. Fees and other charges incurred in connection with our engagement are not contingent upon the successful completion of any project. The Client agrees to compensate the Company at its hourly rates (which, as described above, are subject to adjustment from time to time) for activities incidental to representing the Client. The Client also agrees to pay, or reimburse the Company for the payment of, all reasonable expenses and other charges in connection with such incidental activities.

It is the Company's policy to obtain a retainer from new clients, and from existing clients, under certain circumstances, to secure the payment of our fees and costs and expenses. The amount and terms of a retainer arrangement are generally determined after consultation with the Company and are disclosed in the engagement letter. It may be appropriate to require an additional retainer after the commencement of the engagement, or to require an increase in a prior retainer, depending on the scope of the work or payment history.

2. Confidentiality.

We will keep confidential any information identified by the Client as being confidential and which the Client provides to us, except as required or authorized by law or as necessary in our judgment to perform the services we have been engaged to perform.

3. Termination.

Upon the Client's request received at the termination of our relationship, its papers and physical property ("Client Property") will be returned to the Client. We reserve the right to destroy or otherwise dispose of any Client Property in our possession after ninety (90) days after the termination of our relationship. The Company files will be retained, stored or destroyed by us in accordance with our then effective policies and procedures.

Either the Client or the Company may terminate our relationship at any time for any reason by written notice. Unless otherwise terminated, our relationship will be considered terminated at the earlier of (i) our completion of the specific services for which we have been retained or (ii) twelve (12) months after the last date the Company furnished any billable services. Termination will not affect the Client's responsibility for payment of outstanding statements and accrued items incurred before termination or incurred thereafter in connection with an orderly transition of matters. Upon termination of our relationship and in the event any balance remains on Client's retainer after paying all fees and expenses owed to Company, Company shall return such balance to the address provided by the Client to the Company. It shall be Client's sole responsibility to notify the Company of any address change.

4. Dispute Resolution.

Although the Company looks forward to a mutually rewarding relationship, in the unlikely event of a dispute, including a dispute regarding the amount or payment of fees and expenses, the Company will have the right to withdraw from our relationship with you.

In the event of a dispute concerning the amount or payment of fees and expenses, the Company and the Client mutually agree that any such dispute will be submitted to mandatory binding arbitration to be held in Tulsa County, Oklahoma in accordance with the rules for commercial arbitration of the American Arbitration Association (or a similar organization) in effect at the time such arbitration is initiated, and subject further to the provisions of any applicable Oklahoma arbitration law, incorporated herein by reference. The hearing shall be conducted in the City of Tulsa, Oklahoma, unless both parties consent to a different location. The decision of the arbitrator(s) will be final and binding on the parties. Judgment on any arbitration award may be entered in accordance with the provisions of the Uniform Arbitration Act, as adopted in 12 O.S. § 1851, *et seq.*, of the Oklahoma Rules of Civil Procedure. In the event that dispute resolution proceedings are instituted between the Company and the Client for any reason, the prevailing party shall be entitled to an allowance of reasonable attorney fees and other costs incurred as a result of the action or proceeding.

As to any claim or dispute arising out of or connected with the Company's services, other than a fee dispute covered by the preceding paragraph, the Company and the Client mutually agree to attempt in good faith to settle the dispute by non-binding mediation in Tulsa, Oklahoma before commencing any legal action or other dispute resolution procedure. Unless the Company and the Client otherwise agree, the mediation will be conducted pursuant to the then current American Arbitration Association (13455 Noel Road, Suite 1750 Dallas, Texas 75240-6620) Mediation Procedures. Either the Company or the Client may commence mediation by letter requesting mediation delivered to the other party and to the American Arbitration Association ("AAA"). In the event the Company and the Client fail to agree upon a neutral mediator within ten (10) working days after the mediation request is delivered, either the Company or the Client can apply to the AAA to appoint a neutral mediator who has experience in the subject matter of the claim or dispute.



2018 FEE SCHEDULE

Analysis/Interviews/Reports/Expert Review	\$165 - \$245 / hour
Expert Witness Prep & Testimony (4 hour min)	\$225 - \$245 / hour
Administrative Assistance	\$100 / hour
Data Entry	\$100 / hour

A retainer payment is required before any work is performed. Hourly rates are subject to change over time. Applicable hourly rates and fees will be disclosed in engagement letter.

In the event the scope of services extends beyond forensic accounting and fraud investigations requiring additional professionals in other disciplines, a new fee schedule will be proposed.