



Lathrop GPM LLP
lathropgpm.com

2323 Grand Blvd.
Suite 800
Kansas City, MO 64108
Main: 816.292.2000

Curtis Tideman
curtis.tideman@lathropgpm.com
913.451.5138

August 5, 2026

Kansas Public School Funding Coalition
c/o Olathe Public Schools
(Unified School District 233)
14160 S. Black Bob Rd.
Olathe, KS 66062

RE: Agreement for Legal Services

Thank you for choosing Lathrop GPM LLP (the "Firm") to represent Olathe Public Schools ("USD 233"), Shawnee Mission School District ("USD 512"), Blue Valley Unified School District ("BVSD 229"), and Unified School District No. 232, a/k/a De Soto School District ("USD 232"), collectively referred to as "Participating Districts" or "Joint Clients" in the matter described below.

We submit for your approval the following terms of our engagement, as well as the attached "General Terms of Engagement Relating to Relationships with Clients" (the "General Terms"). The terms of this letter and the General Terms form our agreement. If you have questions about any of these terms, or would like to discuss possible changes, please call me.

1. **Clients.** The Firm's only clients for purposes of this representation are the Joint Clients. We will not be representing any person or entity other than the Joint Clients, unless the Joint Clients and the Firm agree to add Participating Member(s) to their Coalition pursuant to Kansas School Funding Litigation Memorandum of Understanding.
2. **Scope of Representation.** You have engaged the Firm to provide comprehensive legal, strategic, and advisory services to support the Joint Clients in addressing Kansas school funding challenges. This could include monitoring legislative and budget developments; evaluating the timing, structure, and viability of potential litigation; advising on coalition and plaintiff strategy; and developing a targeted litigation approach to improve funding outcomes. This and any other legal work you may jointly instruct us, and we agree, to undertake in connection with this matter will be governed by this agreement, unless superseded by another written agreement between us. This letter and engagement do not apply to the Firm's representation of you, either individually or jointly, in any other matters, which may be the subject of a separate engagement letter or letters.
3. **Staffing.** Although I will be primarily responsible for this engagement, portions of the work may be delegated to others in our Firm, including partners, associates, staff and of counsel lawyers, and to non-lawyer support personnel (such as paralegals, technical specialists and litigation support personnel), as we deem appropriate.
4. **Fees and Expenses.** Our fees will be based on the amount of time spent by our lawyers and non-lawyer support personnel on behalf of the Joint Clients. Our billing rates for this matter will be to \$450 per hour for all lawyers in 2026 with an increase of up to 5 percent on August 1, 2027, and each calendar year thereafter. Joint Clients will be given at least 30 days' advance

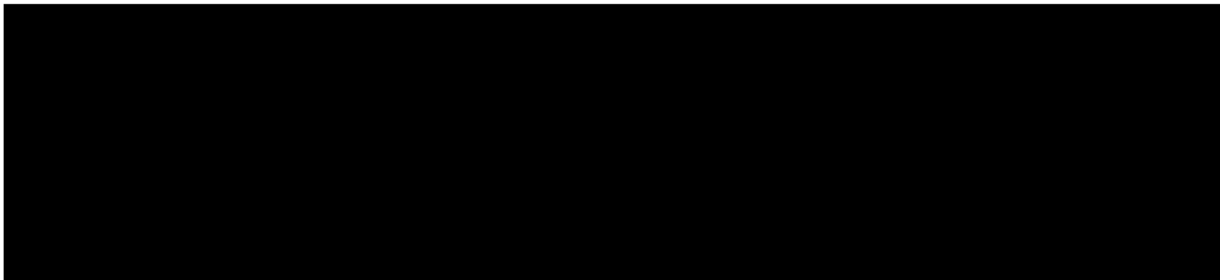
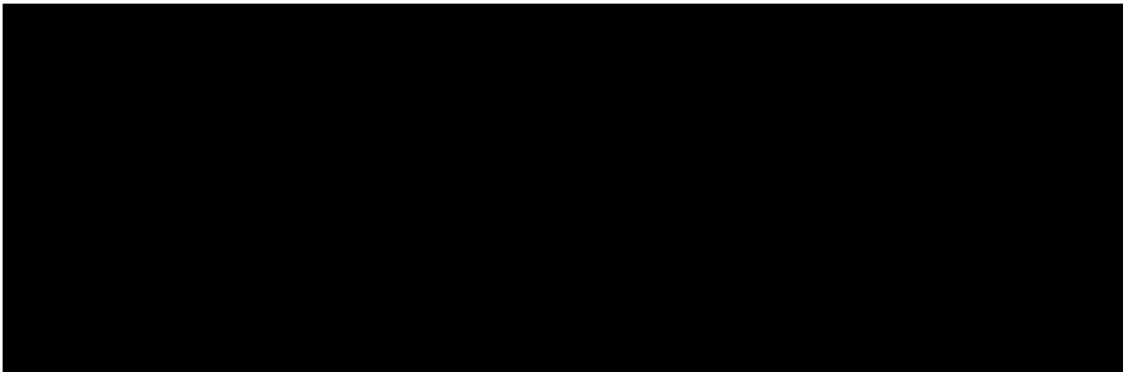
written notice of any billing rate increase before such increase is applied to lawyers and non-lawyer support personnel.

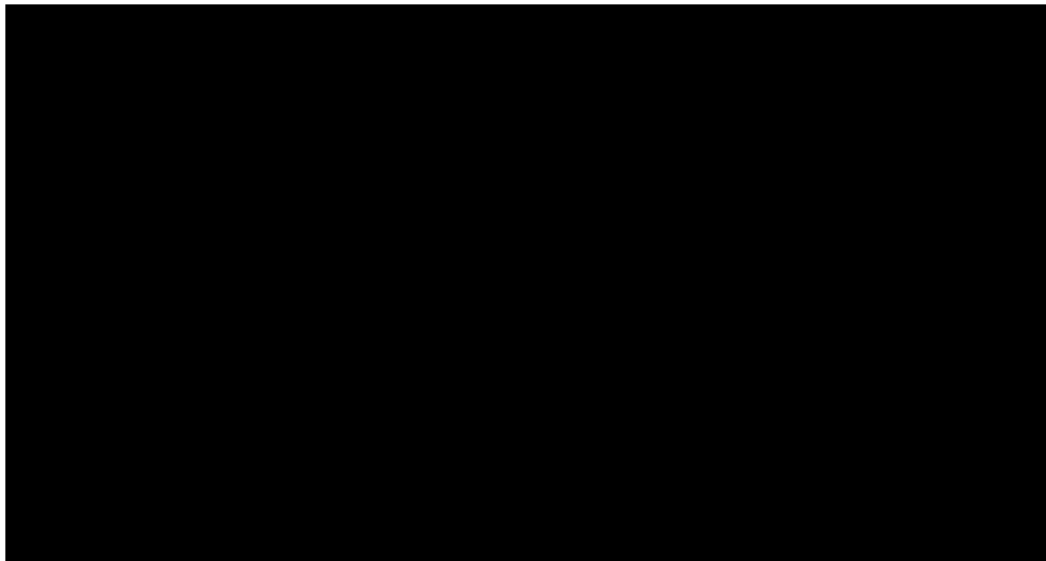
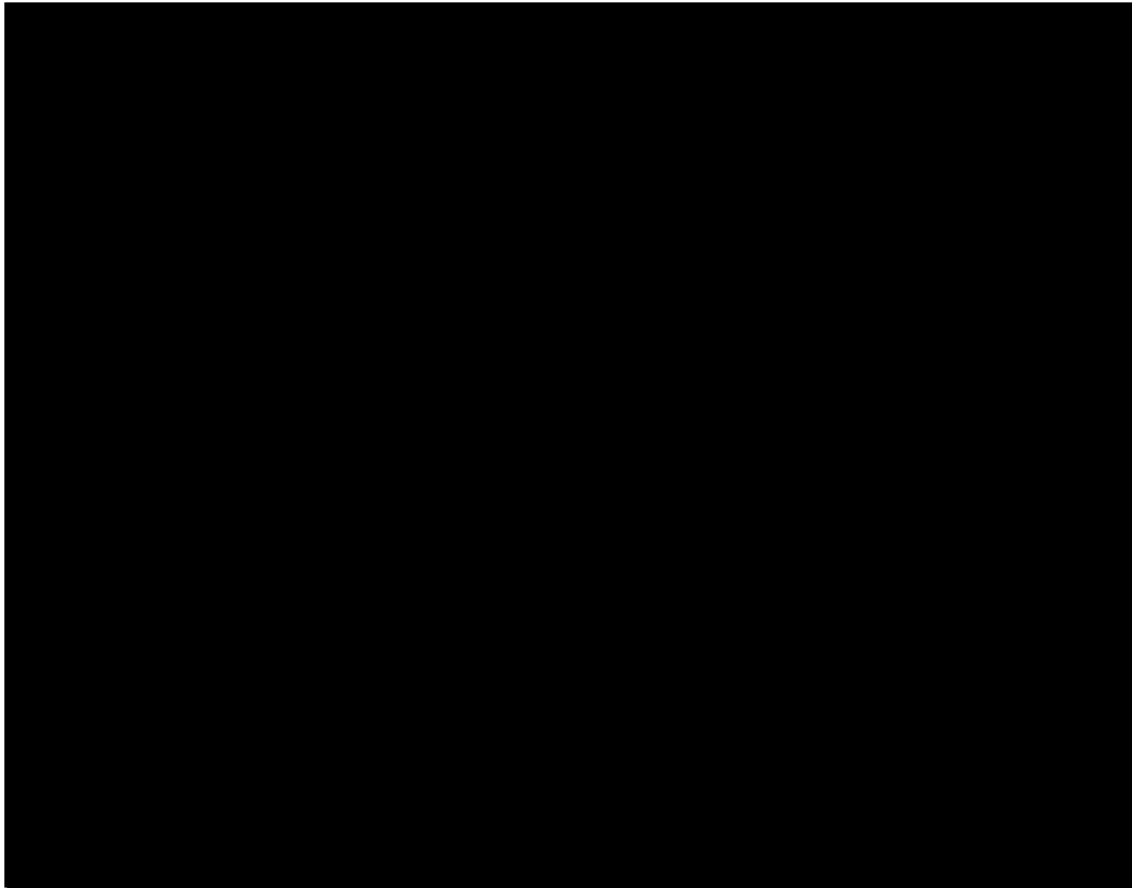
Hourly rates for the time of non-lawyer personnel are generally lower than lawyers' billing rates and are available upon request. The applicable rate multiplied by the number of hours spent by each lawyer or other timekeeper, measured in tenths of an hour, will determine our fees.

In addition to our fees, the Joint Clients agree to pay or reimburse the Firm for costs and expenses as described in the General Terms. This and any other legal work you may instruct us, and we agree to undertake, will be governed by this agreement, unless superseded by another written agreement between us.

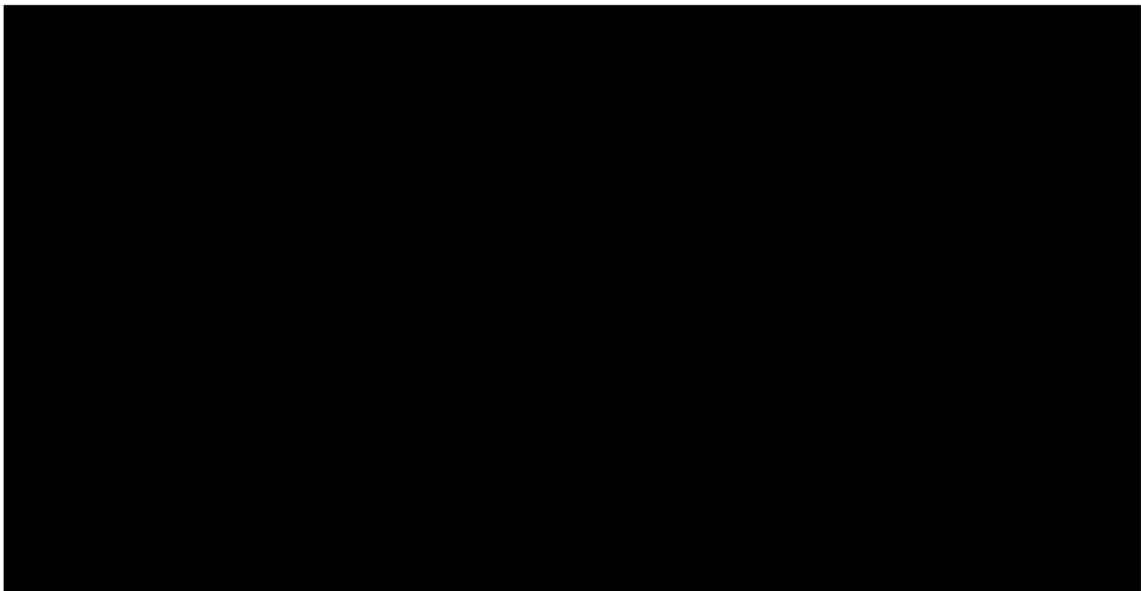
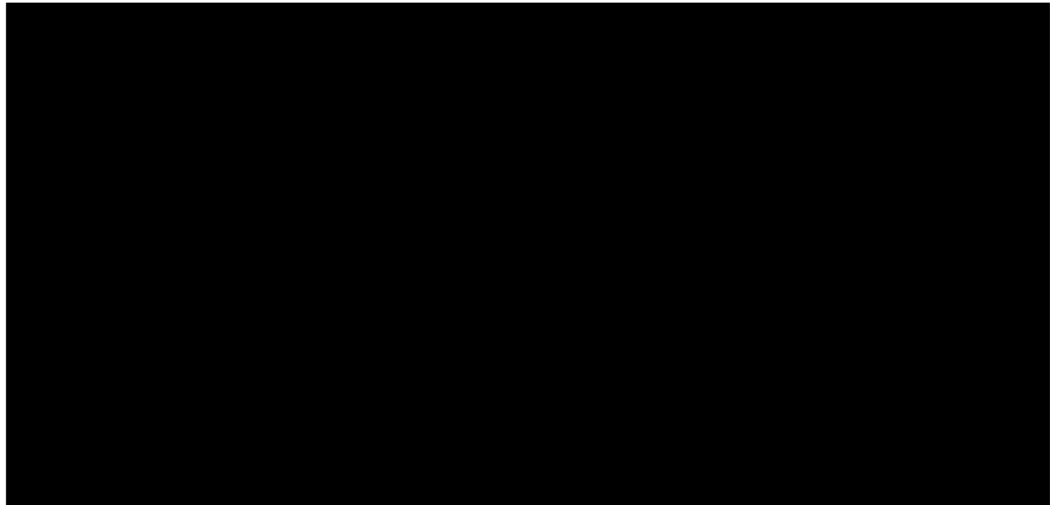
All legal fees related to representing the Joint Clients in connection with the Kansas Public School Funding Coalition matter shall be proportioned to each Participating District, based on student enrollment. The Coalition will ensure that the appropriate billing formula is applied to each Participating District, who will then be severally responsible for payment. Under applicable rules of professional conduct (the "Rules"), we may not accept compensation for representing a client from a person other than the client unless the client consents after consultation, there is no interference with our independence of professional judgment or with the lawyer-client relationship, and the confidentiality of information relating to representation of the client is protected as required by the Rules.

We understand that, based on the foregoing, Joint Clients consent to the payment of our fees, costs and expenses in connection with the matter. Your signature on this letter will confirm this consent.

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Kansas Public School Funding Coalition
c/o Olathe Public Schools
August 5, 2026
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Sincerely,

LATHROP GPM LLP

A handwritten signature in blue ink, appearing to read "Curtis Tideman".

Curtis Tideman

Attachment: General Terms of Engagement

We acknowledge receipt of the foregoing
letter and General Terms and agree to
the terms set forth therein.

OLATHE PUBLIC SCHOOLS ("USD 233")

By: 
Title: Superintendent Date: 7-7-26

SHAWNEE MISSION SCHOOL DISTRICT ("USD 512")

By: _____
Title: _____ Date: _____

BLUE VALLEY UNIFIED SCHOOL DISTRICT ("BVSD 229")

By: _____
Title: _____ Date: _____

UNIFIED SCHOOL DISTRICT NO. 232, A/K/A DE SOTO SCHOOL DISTRICT ("USD 232")

By: _____
Title: _____ Date: _____

LATHROP GPM LLP
GENERAL TERMS OF ENGAGEMENT

The following provisions will apply to the relationship between Lathrop GPM LLP (the "Firm") and each of the Firm's clients, except as modified by the engagement letter or other written agreement between a particular client and the Firm:

1. **Identity of Client.** The Firm represents only the persons and entities it has identified as its clients in the engagement letter. A client's incorporators, promoters, organizers, shareholders, partners, members, directors, officers, employees, subsidiaries, parents, other affiliates, family members, related interests, agents, personal representatives, insureds and insurers are referred to herein as the client's "Affiliates." In agreeing to represent a client, the Firm does not undertake to represent any of the client's Affiliates. Unless otherwise expressly agreed in writing by the Firm, the client's Affiliates are not and will not be clients of the Firm.
2. **Scope of Representation.** The Firm's representation is limited to providing only those legal services that are described in the engagement letter or otherwise agreed to in writing. The Firm will only render those legal services that are necessary to the described representation, and no other services are intended to be provided without our written mutual agreement. The Firm provides services of a strictly legal nature, and it is agreed that the client is not relying on the Firm for business, investment, accounting or financial advice. Moreover, unless specifically referred to in the engagement letter or otherwise agreed to in writing, the Firm will not provide tax advice or file tax returns on behalf of clients.
3. **Client Responsibilities.** The client agrees to cooperate fully with the Firm, to fully and accurately disclose to the Firm all relevant information, and to keep the Firm apprised of developments relating to the engagement. In order to preserve the confidentiality of our attorney-client communications, it is important for you not to share them with third parties, as doing so may waive the attorney-client privilege that protects such communications from disclosure. In certain cases, communications with third parties that are necessary to accomplish our work will be protected from disclosure, but that is not automatic. Therefore, you should be careful to avoid disclosing confidential communications to third parties (e.g., by including them on email or including them in meetings). Please contact us if you have any questions about attorney-client confidential communications, either in general or as to a particular communication.
4. **Billing and Payment of Fees and Expenses.** The Firm's fees for services typically are based on hourly billing rates, subject to annual adjustment by the Firm. Fees may include time spent in responding to the client's or its auditors' requests for information. Fees and expenses (including such items as travel, court costs, filing fees, court reporters, experts, investigators, consultants, delivery services, photocopying, data retrieval, processing and hosting fees, and electronic research) are billed monthly and are payable upon receipt of the invoice. Each client named in the engagement letter is severally liable for all fees and expenses. The client agrees to pay interest at the applicable legal rate on past due amounts to the extent permitted by law.
5. **Fee and Expense Estimates.** Fee and expense estimates are by their nature inexact and may be subject to unforeseen and changing circumstances. No fee estimate may be deemed or construed to establish a fixed, maximum, or minimum fee, and the Firm is not otherwise bound by any estimate, unless expressly otherwise provided by written agreement with the client.

The total price for legal services to be provided under this agreement cannot be precisely determined at this time due to the variable nature of legal work and therefore Fees and costs may increase or decrease on a month-to-month basis depending on the needs and progress of your matter. Time spent by our lawyers, paralegals, and other staff (where applicable) and reimbursement of expenses incurred in your representation will be the basis for the total price. The hourly rates for our lawyers, paralegals, and other staff (where applicable) are set forth in our engagement letter as updated from time to time. Any changes to a fixed fee agreement will be communicated separately.

6. **Outcome and Contingency.** The Firm cannot predict with certainty or guarantee the outcome or consequences of any given matter, action or inaction. Any opinions expressed by the Firm or any of its lawyers concerning any possible outcome or consequences are only expressions of professional judgment, are necessarily limited by their knowledge of the facts (which may not necessarily be complete), and are based on the state of the law at the time they are expressed. Unless specifically provided otherwise in the engagement letter, payment for the Firm's services is not contingent upon the outcome of any matter.
7. **Insurance/ Claims About Other Professionals.** The engagement of the Firm will not include advice or representation relating to insurance coverage or potential claims against other professionals or professional firms, unless specifically agreed to by the Firm in writing, and then only to the extent so agreed.
8. **Corporate Transparency Act (and Similar State Acts) and Other Renewals.** The Corporate Transparency Act ("CTA") became effective on January 1, 2024. New York followed with a similar act and it is anticipated additional states will too. The CTA requires many entities formed or registered in the United States to report certain information to the U.S. Department of Treasury Financial Crimes Enforcement Network (FinCEN). In addition to the initial reporting requirement, changes to certain information must also be reported within thirty (30) days of the change. Civil and criminal penalties may be enforced for entities failing to comply with the CTA. The client and not the Firm, has responsibility for the client's compliance with the CTA, including the original filing, the collection of accurate and relevant ownership information, reporting any changes in the required information in a timely manner, and monitoring any changes to the law. Information regarding the CTA reporting requirements can be found at <https://www.fincen.gov>. *The scope of our engagement does not include representation of the client relating to its reporting compliance (if any) pursuant to the CTA (or similar laws, rules, or regulations), including original or updated beneficial ownership information ("BOI") reporting, unless we have agreed to do so in a separate written communication and then only as therein specified.* This limitation on the scope of our services applies even if we: a) provide advice to the client on whether it has reporting requirements; b) assist you in forming, registering, or licensing a new legal entity; c) assist you in a transaction or other matter that may trigger a reporting obligation for the client; or d) have assisted you in the past on compliance with CTA-related reporting obligations. This limitation on our representation extends to any state law requirements that are similar to the CTA.
- In addition, the Firm will not take any steps to maintain the effectiveness of any patents, trademarks, UCC financing statements, judgments, liens or other filings unless otherwise specifically agreed to in writing, and then only to the extent so agreed. Any such agreement will terminate upon the termination of the Firm's representation of the client.
9. **Completion of Services and Termination of Representation.** Upon completion of the agreed-upon services, or other termination of or withdrawal from representation, the attorney-client relationship and the Firm's duties to the client will end (except those duties owed to former clients generally under applicable rules of professional conduct), and the Firm will have no further obligation to advise the client regarding subsequent changes in the law or facts. A matter will be deemed concluded and closed following six months with no billing activity. A client has the right at any time to terminate the Firm's representation upon written notice to the Firm, and the Firm reserves the right to withdraw from its representation of a client as permitted or required by applicable rules of professional conduct. The Firm's provision of "client alerts," newsletters or other information following the conclusion of the representation is a matter of courtesy only and does not re-establish an attorney-client relationship.

10. **Client Files**. The Firm's retention of client files will be governed by its file retention policies and the applicable rules of professional conduct. Documents generated for a Firm lawyer's own purpose in working on a client's matter will not be part of the client's file, and a client will not be entitled to such documents unless protection of the client's interests requires that they be provided to the client in an ongoing matter. Client files may be destroyed by the Firm at any time after the expiration of the applicable retention period, unless the client has made other written arrangements with the Firm.
11. **Relationships With Other Law Firms**. The Firm may, from time to time, enter into relationships with other law firms. For example, the Firm currently is a party to an agreement with another firm under which the other firm's attorneys have become of counsel to the Firm and, as such, will participate in the Firm's representation of its client in certain designated matters. Notwithstanding the existence of any such relationships, the client is engaging the Firm only, to the exclusion of any such other firm.
12. **Marketing Materials**. From time to time, the Firm identifies clients in marketing materials. These materials may include descriptions of the Firm's services, brochures, client presentations, recruiting materials and media outreach. Unless a client has otherwise advised the Firm in writing, the Firm may use the client's name, logo and a brief description of the engagement in these materials, provided that no privileged information is revealed.
13. **Conflicts of Interest**. Although the Firm is not presently aware, except as otherwise disclosed to the client, of any conflict of interest that its representation of the client will create, the Firm's work for other clients may give rise to conflicts in the future. The client consents to the Firm's representation of other persons and entities in matters in which the client's interests are adverse, including the Firm's representation of: (a) other clients in transactional matters such as contract negotiations, loan transactions, and real estate or corporate acquisitions or sale transactions; (b) debtors or other creditors in bankruptcy, workout and other debtor-creditor matters in which the client is a creditor; (c) other clients who are potentially responsible parties or are otherwise interested in federal or state Superfund or other environmental matters in which the client also is a defendant or potentially responsible party or otherwise has interests actually or potentially adverse to those other clients; (d) other clients in intellectual property matters relating to inventions the subject matter of which is similar or related to an invention (patented or unpatented) owned by the client; and (e) other clients in serving a subpoena on the client in a matter in which the client is not a party.

This consent does not apply to (i) litigation or arbitration proceedings involving a claim by or against the client where the Firm's representation of the other client would be directly adverse to the client, and (ii) any representation of another client in a matter that is the same as or substantially related to a matter in which the Firm has represented or is representing the client.

A person or entity who is adverse to the client in a matter in which the Firm represents the client may, from time to time, seek to retain the Firm to represent it in a different matter. The client consents to the Firm's representation of the person or entity in a different matter so long as the matter is not substantially related to any matter in which the Firm represents the client and the Firm believes that the representation will not adversely affect the Firm's relationship with the client.

If the client has any concerns about whether to consent to the Firm's representation of other clients as described in this section, the client is encouraged to consult separate counsel.

14. **Communications and Signatures**. In the process of representing you, we may send to you or receive from you substantive communications by electronic means. Please be aware that, in certain circumstances, there could be a significant risk that a third party may gain access to unencrypted email or other electronic means of communications, including if you use a business provided device or email address; if you use a personal device or email address to which others have access; if you use a public device, such as a library or hotel computer; or if you use a borrowed device. By engaging us to represent you, you are consenting to us sending you substantive communications by unencrypted email or other electronic means of communications. If at any time you do not want us to send substantive communications to you at a particular email address or if at any time you want us to use encryption or implement any other special security measure in sending you substantive communications by electronic means, please notify me in writing. If you have any questions about electronic communications with us, please contact me.

Because it is important for us to be able to contact you regarding your representation, you agree to inform us, in writing, of any changes in your name, address, telephone number, email address, or other relevant changes. Whenever we need your instructions or authorization, we will contact you at the latest address we have received from you.

You and the Firm will be bound by this Agreement through either physical or electronic signatures. If you affix an electronic signature to this Agreement, you agree and represent that your electronic signature signifies assent to the terms of this Agreement and that your electronic signature satisfies the requirements of state and federal law, and any other laws or regulations relating to the validity of the signature and your authority to enter into this Agreement by electronic means. In addition, you understand and agree that we may utilize electronic signature processes with respect to documents, including court filings, relating to our representation of you.

15. **Your Personal Information and Privacy**. You may have certain rights, such as the right to access, correct, or delete your personal information, under data protection laws depending on your place of residence, as applicable. Our Privacy Notice is available on our website, <https://www.lathropgpm.com/privacy-policy/>. If you have questions about our Privacy Notice or use of your personal information, please contact privacy@lathropgpm.com.

To help us maintain accurate data, please let us know if your information needs to be corrected or updated