

Agreement

This Agreement is between Western Michigan University (the "University") and Rebecca Leitman Veidlinger, Esq., PLLC ("Veidlinger"), collectively, the "Parties," and is effective upon full execution on the dates indicated below the signature lines.

Whereas, the University seeks an individual with appropriate expertise and experience to assist it with conducting a timely, thorough, fair, and legally-compliant investigation into allegations of professional misconduct;

Whereas, Veidlinger is an attorney with specific training and experience in conducting investigations in civil rights and misconduct investigations;

The Parties agree as follows:

1. Scope of Work

(A) Veidlinger will provide investigatory services related to an allegation of prohibited retaliation involving responding party SS (the "Project"). Veidlinger's work will consist of conducting an investigation pursuant to the relevant University procedures.

(B) Veidlinger's work on the Project will be conducted in accordance with relevant federal and state law, regulations, and guidance and will be materially in compliance with industry standard practices for such work.

(C) The University will share with Veidlinger all relevant information in its possession and provide logistical support as needed during the course of the Project.

2. Compensation

(A) The University will compensate Veidlinger for her substantive work conducted pursuant to this Agreement at the rate of \$300 per hour. Hours will be tracked to the quarter-hour. Veidlinger shall use her best efforts to utilize her time on the Project efficiently and shall use good faith in the recording of hours.

(B) Veidlinger will provide an invoice to the University on the first of every month for work performed in the preceding calendar month, and the University will provide payment to Veidlinger within 30 days of receiving the invoice.

(C) If Veidlinger is requested or compelled to testify as a witness in any legal proceeding related to Veidlinger's work for the University, by subpoena or otherwise, or if Veidlinger is made a party to any litigation related to Veidlinger's work for the University, or if Veidlinger is required by subpoena or otherwise to compile and deliver materials in Veidlinger's possession relating to the Project, the University will compensate Veidlinger at the rate of \$300 per hour.

3. Termination

(A) This Agreement may be terminated by either Party at any time for any reason and without cause upon no less than five (5) days' written notice of termination to the other.

(B) Upon notice of termination, Veidlinger shall, within a reasonable period of time: return all property of the University and provide an invoice for any fees owing. Upon return of the University's property and receipt of Veidlinger's invoice, the University shall pay the final invoice within a reasonable period of time.

(C) Upon the termination of this Agreement, the University can (a) direct Veidlinger to return all documents related to the Project to the University, (b) authorize Veidlinger to discard or destroy such documents, or (c)

direct Veidlinger to store any or all such documents at the expense of the University. Veidlinger will have the right to retain a copy of reports or work papers for her records.

4. Standard of Care and Limitation of Liability

(A) Veidlinger shall exercise reasonable care, and Veidlinger will not be liable to the University for any loss which may result to the University as a result of Veidlinger's work on the Project, unless such loss is the result of Veidlinger's gross negligence, recklessness, fraud, dishonesty, or intentional misconduct.

5. Indemnification

(A) To the extent allowed by applicable law, the University shall fully indemnify, hold harmless and defend Veidlinger from and against all third party claims, actions, demands, damages, settlements, and judgments, including without limitation reasonable attorney's fees and costs (collectively, "Claims"), which arise out of or relate to Veidlinger's work on the Project within the normal course and scope of her duties, excluding any Claims arising from or related to Veidlinger's gross negligence, recklessness, fraud, dishonesty or intentional misconduct.

6. Confidentiality

(A) Veidlinger understands that communications between the University and Veidlinger, either oral or written, as well as any materials or information developed or received by Veidlinger pursuant to this agreement, are intended to be confidential. Accordingly, Veidlinger agrees, subject to applicable law or court order, not to disclose any of the Parties' communications, or any of the information that Veidlinger receives or develops in the course of the Project, to any person or entity apart from the University or as otherwise directed in the scope of the Project by an authorized representative of the University.

(B) If access to any of the materials in Veidlinger's possession relating to the Project is sought by a third party, or Veidlinger is requested or compelled to testify as a witness in any legal proceeding related to Veidlinger's work for the University, by subpoena or otherwise, or Veidlinger is made a party to any litigation related to Veidlinger's work for the University, Veidlinger will promptly notify the University of such action, and either tender to the University Veidlinger's defense responding to such request and cooperate with the University concerning Veidlinger's response thereto or retain counsel for Veidlinger's defense for which the University shall reimburse Veidlinger all reasonable attorney's fees and cost of defense.

7. Student Privacy

(A) Veidlinger will have access to the University's education records as defined under the Family Educational Rights and Privacy Act ("FERPA"). Veidlinger acknowledges that for the purposes of this Agreement she will be designated as a "school official" with "legitimate educational interests" in the University's education records, as those terms have been defined under FERPA and its implementing regulations, and Veidlinger agrees to abide by the limitations and requirements imposed on school officials. Veidlinger will use the education records only for the purpose of fulfilling its duties under this Agreement for the University's benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

8. Relationship of the Parties

(A) Veidlinger shall conduct the Project work as an independent contractor. There is no employment relationship between the Parties. Veidlinger shall not have the power or authority, express or implied, to make any representation, warranty or agreement or create any duty or other obligation on the University's behalf or otherwise to bind the University in any manner.

9. Authority to Execute

(A) The party whose signature appears on the signature line for the University below expressly represents that s/he has the authority to enter into this Agreement on behalf of the University.

Western Michigan University

Rebecca Leitman Veidlinger, Esq., PLLC

By: _____

By: _____

CARRICK D. CRAIG

Rebecca Veidlinger

Printed Name

Printed Name

General Counsel

6/6/19

Title

Date

6/4/19

Date