

COHEN | KINNE | VALICENTI | COOK

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January 16, 2024

**VIA EMAIL (scbannon@gmail.com)**

Stephen Bannon, Chair  
Berkshire Hills Regional School District  
P.O. Box 617, 50 Main Street  
Stockbridge, MA 01262

Re: Engagement Letter – External, Independent Investigation

Dear Steve:

Thank you for contacting me, in your role as Chair of the School Committee (“School Committee”) for the Berkshire Hills Regional School District (the “School District”), regarding a letter you received from Attorney Howard M. Cooper, dated January 5, 2024. Attorney Cooper is representing [REDACTED] who is a School District teacher.

In his letter, Attorney Cooper has requested that the School District conduct an independent investigation into the events involving [REDACTED] on December 8, 2023, including, without limitation, determining how and by whom a criminal complaint was initiated against [REDACTED] and the decision-making process that took place after the School District was notified of the criminal complaint.

As a follow-up to Attorney Cooper’s letter, the School Committee voted on January 11, 2024, to hire an outside, independent and impartial investigator to investigate the issues identified by Attorney Cooper. The School Committee further voted to engage Cohen Kinne Valicenti & Cook LLP (“CKVC”) to conduct the investigation. Upon your signature below, the School District engages CKVC to conduct the investigation in accordance with the terms of this letter.

I will be the person supervising the investigation, although other CKVC attorneys and staff members may assist me. I will review the School District’s policies and procedures to determine what process shall be followed in the investigation. At a minimum, I will conduct witness interviews, review relevant documents and information and generate a written investigative report.

Although the School District will be the party financially responsible for paying all legal fees and expenses related to this matter, we agree that CKVC’s work during the investigation shall be impartial, independent and confidential. The investigation is undertaken for the purpose of enabling the School District’s legal counsel to provide legal advice to the School District. This engagement is made such that any work product or communication generated during this investigation is intended to be covered by the attorney-client privilege and/or the work product protection to the full extent allowed by law.

COHEN | KINNE | VALICENTI | COOK LLP *Attorneys*  
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CKVC’s work will be privileged and confidential in all respects, including the fact of the investigation itself as well as any facts, data or information provided as part of the investigation; none of these shall be disclosed to any third party under any circumstances without the prior written approval of the School District or its legal counsel. The School District will retain ultimate control over CKVC’s work product and documentation generated during the investigation, which CKVC shall not use for any purpose other than the above-mentioned services. All the foregoing understandings and restrictions regarding attorney-client privilege, confidentiality and work product shall continue even after the termination of this agreement.

The basis for computing legal fees will be a blended rate for all CKVC attorneys of \$395/hour. Invoices for legal fees and disbursements will be generated monthly and are due and payable upon receipt. They will be sent via email to you each month. Invoices will include costs for disbursements and non-legal services, including postage and delivery charges, reproduction, computer-aided research and other charges incurred in connection with the engagement. Either party shall have the right to terminate this engagement at any time, subject to payment of incurred legal fees/ costs.

Our firm has a policy to retain investigation files for a period of seven years after completion of a matter. At the expiration of the seven-year period, we will destroy these files unless you notify us in writing that the School District wishes to take possession of them. We reserve the right to charge administrative fees and costs associated with retrieving, copying and delivering such files.

Although CKVC’s services for the School District under the terms of this engagement letter shall be performed by attorneys, CKVC is not providing legal advice to the School District. If a legal claim is asserted against CKVC and/or one of its attorneys arising out of or related to work performed on behalf of the School District in accordance with this engagement letter, the School District shall indemnify, defend and hold harmless CKVC and/or its attorneys.

Please let me know if you have any questions or concerns about this arrangement. If these terms are acceptable to the School Committee, please sign this letter electronically via DocuSign, as which point the engagement will be retroactive to the work performed on January 11, 2024. We agree that DocuSign signatures shall constitute original signatures for all purposes. Thank you very much for engaging CKVC to assist the School District with this matter.

Sincerely yours,

COHEN KINNE VALICENTI & COOK LLP



Kevin M. Kinne

Agreed:   
Stephen Bannon, Chair

Date: 1/16/2024