

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

July 18, 2019

VIA ELECTRONIC TRANSMISSION AND REGULAR U.S. MAIL

Mr. Jim Grubbs, Superintendent
Ms. Charlene Parkinson, Treasurer
c/o Galion City School District Board of Education
470 Portland Way North
Galion, OH 44833

Re: FY20 Professional Legal Services Engagement Agreement

Dear Mr. Grubbs and Ms. Parkinson:

I would like to thank you and the Galion City School District Board of Education ("Board") for choosing me and the firm of Walter|Haverfield to serve as legal counsel for the Board. We very much appreciate the opportunity to be of service to the Board in regards to the District's legal needs, and I personally look forward to continuing the successful attorney-client relationship we have enjoyed over the years.

The purpose of this engagement letter is to set forth the role and responsibilities of our firm, Walter | Haverfield LLP ("Firm") in providing legal services to the District, and responsibilities of the District in regards to same.

1. Client

The Client for whom the Firm will be providing legal services under this Engagement Letter is the Galion City School District Board of Education. It is the Firm's understanding, that the Board (also referred to as the "Client") is a political subdivision of the State of Ohio and that you, Jim and Charlene, are the chief administrative and executive officers of the Client and will be the Client's main contact representatives in regard to the Firm's legal representation of the Client.

The Firm will not represent any of the Constituents of the Client (i.e. its officers, directors, members, or employees) individually unless and until the Firm and the Client agree in writing that the representation of the Constituent(s) individually does not create a conflict, the Client and the Constituent provide written consent to the multiple representation, and this Engagement Letter is revised to authorize the multiple representation.

2. Scope of Engagement

The scope of legal services that will be provided under our agreement may change over time, as the Board's legal needs change. However, for purposes of scope of current engagement, the Firm will provide legal consultation and representation in all legal matters as requested by the Board and on behalf of the Board. The Firm's ultimate responsibility is to the District as represented by the Board. While I will continue to be the District's primary counsel, other members of the Firm may perform work for you when specialized needs arise. I and my colleagues at the Firm will continue to endeavor to provide the very best legal services possible, and we will devote our earnest time and attention towards resolving the Board's legal issues.

It is important that you are satisfied with the Firm's services and responsiveness at all times. When questions or comments arise regarding the Firm's services, staffing, billing or other aspects of the representation, please contact me to discuss.

3. Fees

The fees that will be charged are based on the time spent by lawyers and legal assistants who work on matters for the District, with such time billed in increments of one-quarter (25) hour. Billing rates for our attorneys vary according to the experience of the attorney; however the Firm offers a discounted blended rate option for public sector clients. We will utilize the blended rate of \$225 per hour. Billing rates for both attorneys and legal assistants are adjusted on an annual basis with new rates becoming effective January 1. All bills will reflect time spent per itemized service rendered by date and provide a brief summary of the service rendered at that date and time.

4. Incidental Charges

In addition to our fees, we will charge for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses at current IRS rates, postage, specialized computer applications, and filing fees. These charges will be itemized on our invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) will be the responsibility of, and billed directly to, the District. Such special services will not be incurred without your advance consent or the consent of your designee.

5. Invoices

We will submit statements to you for our unpaid fees and expenses on a monthly basis. The District agrees to pay these statements within thirty (30) days after receipt. You are encouraged to review our statements and discuss any questions with us concerning the level of activities and the nature of the services rendered.

6. Cooperation

To enable us to render effective legal services, the Board and the District's administration

has agreed to advise us of all facts and keep us informed of all developments relating to the matters of our representation. We necessarily must rely on the accuracy and completeness of the facts and information the Board and the District's administration provides us. We agree to keep the District informed on all aspects of the representation and we will send copies of all pertinent materials to you.

7. Client Responsibilities

Any client files for which we provide legal counsel should be placed in a secure location that is not accessible to other persons. For email exchanges with us, we recommend using a personal and confidential, password protected account that is accessible only by you to receive and store those communications. **Under no circumstances should you communicate with us using an email system that does not create a reasonable expectation of privacy. Also, do not use text messaging for any matters involving the substance of our engagement. Text messaging should be limited to scheduling or other non-substantive communications.**

8. Intra-Law Firm Communications

The Firm has identified one of its attorneys to perform the function of the in-house counsel for the Firm. Part of the function of the in-house counsel is to consult with the attorneys regarding issues involving the attorneys on the Firm's and its lawyers' ethical legal obligations. The Client will not be charged for any such consultation with the Firm's in-house counsels and the attorney-client privilege protects any attorney's communications with the in-house counsel from disclosure.

9. Conflicts

Based on the information that you have provided the Firm in regard to the Galion City School District, the Firm has not identified any conflicts of interest which preclude this representation.

10. Documents

We will maintain any documents furnished to us by the District in our client file. At the conclusion of any matters, it is the District's obligation to inform us, which documents it desires returned to the District. We will retain any remaining documents in our files.

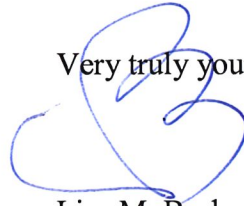
11. File Retention

The legal documents in this representation and the files within which they are contained are the property of the Client and will be delivered to the Client at the Client's written request. If the Client does not request the Client's files the Firm will deem the absence of that request as permission to destroy the files seven years after each separate matter the Firm has handled for the Client has concluded.

If the foregoing terms of our engagement are satisfactory, please indicate your consent by signing in the space provided for your signature below. Kindly return a copy with your signature to us at your earliest convenience and retain a copy for your records. If you should have any questions concerning this representation agreement, please do not hesitate to contact us.

Again, let me state how honored I am to have the opportunity to continue to serve the Board and the District in this capacity, and how much I have valued our attorney-client relationship over the years.

Very truly yours,



Lisa M. Burleson

LMB/tat
Enclosure

AGREED AND APPROVED this _____ day of _____, 2019.

GALION CITY SCHOOL DISTRICT BOARD OF
EDUCATION

By: _____

Its: _____