

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into on this 20th day of February, 2024, by and between the Galion City School District Board of Education, 470 Portland Way North, Galion, Ohio 44833 (“the Board”) and Helen S. Carroll, 3022 Harriet Road, Silver Lake, Ohio 44224; (330) 571-7608; hcompton330@gmail.com (“the Consultant”).

The purpose of this Agreement is for the Consultant to provide legal consulting services to the Superintendent of the Board on an as needed basis as will be more fully described below. The Board is of the opinion that the Consultant has the necessary qualifications, experience and ability to provide legal consulting services to the Superintendent. The Consultant is agreeable to providing such legal consulting services to the Superintendent on the terms set forth in this Agreement.

In consideration of the matters described above and the mutual benefits and obligations set forth in this Agreement, the sufficiency of which consideration is hereby acknowledged, the Board and the Consultant (collectively, “the Parties”) agree as follows:

1. **Services Provided:** The Board agrees to engage the Consultant to provide legal consulting services to the Superintendent and the Consultant agrees to provide such services to include consultations related to review of Board policies, organizational structure, review of employee job descriptions, guidance related to employee discipline, student discipline, special education issues, labor and employment matters including collective bargaining and/or grievance resolution and matters for which the Superintendent seeks advice unless related to a specifically excluded matter. Specifically excluded matters are issues related to workers compensation, facilities construction and school finance.

Other excluded matters include any issue covered by the Board's liability insurance, representation related to state and/or federal court filings and/or hearings before administrative agencies.

2. **Term of Consultation Agreement:** Following ratification by the Board, this Agreement shall be effective from March 1, 2024 until July 1, 2024 and, unless otherwise terminated, shall remain in effect until June 30, 2025. This agreement may be terminated at any time by mutual agreement of the Parties. The Board may terminate this agreement at any time by providing written notice to the Consultant. This Agreement may be extended for periods of time to which the Parties may agree. Time to be engaged by the Superintendent for consultative services is expected to be approximately two (2) hours per month. Additional time requested by the Superintendent is agreeable to the Consultant and will be charged at the same hourly rate as indicated in paragraph 3. below.
3. **Fees for Consulting Services:** Consultative services shall be provided at the rate of one hundred dollars (\$100.00) per hour, to be charged in increments of ten (10) minutes or one-sixth (1/6) of each hour for telephone, electronic and/or in-person consultation. Travel time to and/or from the Superintendent's Office, if requested, shall be billed at the Consultant's hourly rate. Invoices for services shall be sent quarterly on July 1, October 1, January 1 and April 1. Invoices shall reflect detailed billing records as well as total fees for consultation services.
4. **Confidentiality:** Confidential information refers to any data or information related to the Board and its operations that would be considered confidential

under the Ohio Rules of Professional Conduct applicable to the performance of attorneys licensed to practice law in the State of Ohio. The Consultant agrees she will not disclose, divulge, release or report or use confidential information which the Consultant has obtained except as authorized by the Board unless required by law. This obligation will survive expiration of this Agreement and will continue indefinitely. Upon expiration of this Agreement, the Consultant will promptly return any property, documents, records or confidential information obtained during the course of this Agreement.

5. **Capacity/Independent Contractor:** In providing consulting services under this Agreement, it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Board and the Consultant acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for services.
6. **Indemnification:** To the extent permitted by law, the Parties, including their affiliates, officers, agents, employees, and permitted successors and assigns, agree to indemnify and hold each other harmless against all claims, losses, damages, liabilities, penalties and expenses which may result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees and permitted successors and assigns that occurs in connection with this Agreement. This indemnification shall survive the expiration of this Agreement for a period of five (5) years.

7. **Modification of the Agreement:** Any amendment or modification of this Agreement shall be in writing and signed by both Parties or the authorized representatives of the Parties.

8. **Notices:** All notices, requests or other communications shall be delivered to the Board and/or the Consultant at the street addresses noted in the recital in paragraph one at the beginning of this Agreement.

IN WITNESS WHEREOF, each party has affixed its/her signatures reflecting assent to the terms of this Agreement on the dates as reflected below:

FOR THE GALION CITY SCHOOL DISTRICT BOARD OF EDUCATION:

Charlene Parkinson, Treasurer April 5, 2024
Authorized Representative Date

Helen S. Carroll 4/5/2024
Helen S. Carroll, Consultant Date

re approved

NOTICE TO THE GALION CITY SCHOOL DISTRICT
BOARD OF EDUCATION

Pursuant to Rule 1.4 of the Ohio Rules of Professional Conduct, I am required to notify you that I do not maintain professional liability (malpractice) insurance of at least \$100,000 per occurrence and \$300,000 in the aggregate.

Helen S. Carroll
Helen S. Carroll

GALION CITY SCHOOL DISTRICT
BOARD OF EDUCATION'S ACKNOWLEDGEMENT

I acknowledge receipt of the notice required by Rule 1.4 of the Ohio Rules of Professional Conduct that Helen S. Compton does not maintain professional liability (malpractice) insurance of at least \$100,000 per occurrence and \$300,000 in the aggregate.

Charm Parkerson, Suzanne
Authorized Representative

April 5, 2024
Date