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**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

VIA ELECTRONIC TRANSMISSION

kimmel.kevin@moesc.net

Kevin Kimmel, Superintendent
Mid-Ohio ESC
890 West Fourth Street
Mansfield, Ohio 44906

Re: Engagement of Weston Hurd LLP

Dear Superintendent Kimmel:

Thank you for choosing Weston Hurd LLP ("Firm") to assist the Board of Governors for the Mid-Ohio Educational Service Center ("ESC" or "Board") with its legal needs. We appreciate the opportunity to work with you and provide our professional services. The purpose of this engagement letter is to set forth the role and responsibilities of our firm, Weston Hurd LLP, with respect to this engagement.

1. Scope of Engagement

As outside counsel for the Board, we will provide legal services as requested. Members of our Firm will work on assignments provided to us by the Superintendent, Treasurer, Directors, or other individuals who have been authorized to work with legal counsel. Our ultimate responsibility is, of course, to the Board and not individual employees or Board members. Unless other matter-specific arrangements are made, the Firm does not represent individual Board members or ESC employees in their individual capacities. Such individual representation will not occur unless and until the Firm and the Board agree in writing that the individual representation of these Board members or employees does not create a conflict, the ESC and individuals to be represented provide written consent to the multiple representation, and an Engagement Letter that authorizes the multiple representation is executed.

2. Staffing

While we will be your primary contacts, other members of our Firm may perform work for you when specialized needs arise. From time to time, internal conferences will

take place among our personnel and two or more people may attend meetings and proceedings on the ESC's behalf.

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 us by email and/or at our direct dial numbers listed above.

3. Fees

Our fees are based on the time spent by lawyers and legal assistants who work on matters for the Educational Service Center. We do not require a retainer for the performance of legal services. We will charge for all time spent in representing the ESC's interests, including, by way of example, telephone and office conferences with the ESC's representatives, opposing counsel, and others, appropriate conferences among our staff, factual investigation, legal research, responses to your requests to provide information to your auditors in connection with audits of financial statements, and drafting letters, memoranda and other legal documents.

The Firm will undertake legal representation of the Board at a billing rate of \$340 per hour for Miriam Fair, Peter Zawadski, and any other attorney who may work on ESC matters. We will serve as the primary contact to the Educational Service Center. Additionally, in an effort to reduce overall legal costs, we utilize legal assistants when appropriate. Time devoted by legal assistants to client matters is currently charged at billing rates ranging from \$95 - \$195 per hour. Billing rates for both attorneys and legal assistants are, from time to time, adjusted on a firm-wide basis. 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 and which employee provided the service and the rate per hour.

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) will be the responsibility of, and billed directly to, the ESC. 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 Educational Service Center 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. If you believe

that expenses are mounting too rapidly, please contact us immediately so we can assist you in evaluating future alternatives. If we do not hear from you, we will assume that you approve of the overall level of activity taken on your behalf. We will not bill for discussions or correspondence related solely to our billing process.

6. Cooperation

To enable us to render effective legal services, the Educational Service Center has agreed to advise us of all facts and keep us informed of all developments relating to the matters of our representation. We must rely on the accuracy and completeness of the facts and information the ESC provides us. Also, we cannot address any concerns with our representation unless we have knowledge of the concerns. Accordingly, if any problems or concerns arise during the course of our representation, please call us so the concerns can be addressed at the earliest possible time. We agree to keep the ESC informed on all aspects of the representation and we will send copies of all pertinent materials to you.

7. Termination of Engagement

The Board may terminate the representation of the Firm at its discretion. To the extent permitted by the applicable rules of attorney conduct, the Firm also reserves the right to terminate the Firm's representation of the ESC. However, any termination does not prohibit the Firm to the extent permitted by applicable rules of attorney conduct from collecting fees, costs, and charges incurred prior to termination or from collecting fees, costs, and charges incurred subsequent to termination that are in the Firm's view necessary for the protection of the ESC's interest.

Unless previously terminated, the Firm's representation of you shall terminate upon the transmission of our final statement for services rendered described in the Scope of Service. You are engaging the Firm to provide legal services to you solely described in the Scope of Engagement. Upon conclusion of the representation by the Firm as described in the Scope of Service, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you engage the Firm to provide additional services to you on issues arising from or related to our representation after its conclusion, the Firm shall have no continuing obligation to advise you with respect to future legal developments.

8. Intra-Law Firm Communications

The Firm has identified one of its attorneys to perform the function of 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 ESC will not be charged for any such consultation with the Firm's in-house counsel 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 ESC and its legal representation, 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 ESC in our client file. At the conclusion of any matters, it is the ESC's obligation to inform us, which documents it desires returned. We will retain any remaining documents in our files.

If the foregoing terms of our engagement are satisfactory, please indicate your consent by signing in the space provided for your signature below. Please 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. We look forward to working with you.


Very truly yours,

Miriam Fair
Miriam Fair

Peter Zawadski
Peter Zawadski

WESTON HURD, LLP
Attorneys at Law

AGREED TO AND ACCEPTED:



Kevin Kimmel, Superintendent



Date