

January 10, 2017

Via Electronic Mail Only

Ms. Taylora Schlosser, Superintendent
Marion County Board of Education
755 East Main Street
Lebanon, KY 40033

Re: Representation by English, Lucas, Priest & Owsley, LLP

Dear Ms. Schlosser:

This letter will confirm the engagement of English, Lucas, Priest & Owsley, LLP (the "Firm") by the Board of Education of Marion County, Kentucky (sometimes referred to as the "Board" or the "District") in which the Firm has been asked to assist in matters as requested. We are pleased to have the opportunity to assist and to formalize our arrangement.

This engagement letter addresses the scope of our work, the basis of our fees, the initiation and conclusion of our representation, conflicts of interest, and related issues. We understand that you are authorized to engage our firm on behalf of the Board and that you will be our principal contact.

It is our understanding that you are the primary gatekeeper for requesting legal services, but that the Board Chair or members of the Board may contact us from time to time for legal advice regarding the District. In addition, we understand that individual administrators in the District are authorized to contact us for legal advice regarding matters affecting the District. Requests for legal services may be made verbally or in writing.

It is impractical for the Board to vote to approve each discrete legal task which we are asked to perform, as circumstances will arise that require immediate action. Examples include, without limitation, that a superintendent or other high-ranking administrative personnel may face personnel or student situations that require immediate legal advice and action. Therefore, we understand that prior Board approval of individual and separate matters will not be required; however, we will obtain approval of major events such as filing a lawsuit, settlement of claims, appeals, etc.

Matter Management and Charges for Services Rendered

One member of the Firm will be the contact attorney for the District, but the Firm will utilize the services of other Firm lawyers and professional staff who are suited to assist on individual matters. Our invoices for our professional services will be based upon the following hourly rates for our lawyers and professional staff at the time the services are rendered, plus expenses: partners at \$235

per hour, associates range from \$175 to \$215 per hour, and paralegals or legal assistants at \$110 per hour. Statements are computerized, and time is recorded to the nearest one-tenth of an hour. You will be notified in advance of any change in our billing rates. All statements reflect the initials of the timekeeper, description of the work performed, and the amount of time (in .1 of an hour increments) for each entry. Detailed statements will be sent to you monthly.

Your statement will contain an itemization of expenses incurred on behalf of the Board. Out-of-office reimbursable expenses include travel expenses that may involve airfare (coach rate), mileage (at IRS approved rate, currently \$0.535/mile), motel, meals, parking, photographs, outside copy service and related out-of-pocket expenses. Office reimbursable expenses include express mail service, messenger service, preparation of presentation or trial exhibits, etc. Investigator and expert charges, court reporter charges for deposition transcripts and witness statements, etc. may be forwarded directly to you for payment or, at the option of the Firm, paid and included in your statement. No charge is made for postage, long distance telephone charges, in-house photocopies, or the expense of incoming or outgoing faxes. Of course, some of these expenses are not likely in our representation.

Initiation and Conclusion of Representation

Our representation of the Board will continue until the Board or the Firm decides to terminate the relationship. The Board has the right to terminate our representation at any time upon thirty days' written notice, and all outstanding charges will become due at that time. The Firm reserves the right to withdraw from the representation at any time consistent with the rules of professional responsibility.

Conflicts of Interest

The Firm represents many clients engaged in various enterprises. Our work for the Board shall not preclude the Firm from representing other clients who may have business dealings with or interests adverse to the Board. Confidential information obtained from the Board will not be shared with any other current or future client of the Firm.

We ask you to waive any objection to the Firm's representation of others who in the future might retain us for unrelated transactions or litigation involving the Board, its members or administrators. This waiver does not authorize the Firm to represent another client adversely to the Board in a matter related to our representation of the Board.

Use of Electronic Mail

The Firm uses e-mail extensively to communicate with clients, which we find is an effective and efficient method of keeping others informed. At the same time, it is appropriate that we point out that there is always risk that electronic mail communications could be intercepted or sent to the wrong person and that there is some inherent lack of security in using e-mail. Please advise me promptly if

anyone has any objection to our communication by e-mail. If so, we will not use it but we believe the risk is small when compared to the benefit.

Retention of Documents and Electronically Stored Information (ESI)

As you may know, once litigation is pending or imminent, the Board must take affirmative measures to preserve potential evidence that might otherwise be destroyed in the course of business. This may require suspension of the usual procedures for data destruction or recycling. This duty may extend to all employees likely to have relevant information on individual matters. The Board must retain all relevant documents (but not multiple identical copies) in existence at the time the duty to preserve attaches, and any relevant documents created thereafter. We will send you a more detailed letter of instruction when the situation arises where that is appropriate.

Please signify your agreement to these terms of engagement by signing both original copies of this letter on the line indicated below, and return one signed copy to me.

We are pleased to have this opportunity to serve you. If you have any questions regarding this letter, please call me.

Very truly yours,

ENGLISH, LUCAS, PRIEST & OWSLEY, LLP

/s/ Michael A. Owsley

Michael A. Owsley

MAO/tlw

**I AGREE TO THE REPRESENTATION
ON THE TERMS DESCRIBED IN THIS LETTER:**

BOARD OF EDUCATION OF COUNTY, KENTUCKY

By: _____
Ms. Taylora Schlosser, Superintendent

Date: _____