

ESC SCHOOL LAW HOTLINESM AGREEMENT

The **Ohio Educational Service Center Association** (“OESCA”) is partnering with the law firm of **McGown & Markling Co., L.P.A.** (“Firm”) to provide eligible OESCA members with additional services through the *School Law Hotline*SM, which is owned and operated by the Firm only.

The _____ **Educational Service Center Governing Board** (“Governing Board”) and Firm enter into this Agreement for the provision of legal services as outlined below for the 2011-2012 school year (i.e., July 1, 2011, through June 30, 2012). This Agreement is at-will and may be terminated by either party at any time.

SCOPE OF ENGAGEMENT

- I. Eligible OESCA Member/Political Subdivision: Every OESCA member and Political Subdivision that does not have a conflict with the Firm or any client of the Firm, as determined by the Firm, is eligible to participate in the *School Law Hotline*SM. For example, the Firm cannot represent the Governing Board with respect to any matter adversarial to the OESCA.

- II. Attorney-Client Relationship:
 - A. An attorney-client relationship exists on a matter-by-matter basis only with the applicable constraints set forth within the Ohio Rules of Professional Conduct. An attorney-client relationship between the Governing Board and Firm exists for those matters wherein the Firm actually provides legal services for the Governing Board. In other words, no attorney-client relationship exists if no legal services are provided in any matter.

 - B. The OESCA shall know the existence of this Agreement only. The OESCA shall never be privy to any attorney-client privileged communication.

- III. School Law Hotline Hours: The Firm shall serve as school law hotline counsel for the Governing Board's service area provided that this Agreement is executed **on or before March 1, 2012**. The Firm reserves the right, at its sole discretion, to extend the deadline upon the request of the Governing Board.
- A. The Firm shall provide the eligible Governing Board with ten (10) complimentary hours of legal services for the 2011-2012 school year.
 - B. The Firm shall provide each eligible Political Subdivision within the Governing Board's service area with 10 complimentary hours of legal services for the 2011-2012 school year.
 - C. The Firm shall also provide, upon the request of the Governing Board, 10 complimentary hours of legal services for the 2011-2012 school year to those eligible school districts/boards of developmental disabilities outside the Governing Board's service area provided that the governing board serving that area does not execute this Agreement **on or before March 1, 2012**.
 - D. A separate school law hotline agreement must be executed between each eligible Political Subdivision and the Firm, a copy of which is attached hereto and incorporated herein.
 - E. Any additional hours billed beyond the 10 complimentary hours referenced above, shall be billed at a blended hourly rate of \$225 for general school law work and \$195 for collective bargaining negotiations (property valuation matters will be negotiated at our flat fee rates or a blended hourly rate of \$150) – as compared to our regular hourly rates of \$275 to \$150 which may be billed to our non-*School Law Hotline*SM clients. These hours may be used for any purpose including, but not limited to, special education, pupil services, school finance, governance, labor and employment, collective bargaining, in-services, and general matters.

F. Expenses

a. In addition to the above hourly rates, the Firm shall charge for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses at IRS rates, postage, specialized computer applications, and filing fees. These charges shall be itemized on the Firm's invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) shall be the responsibility of, and billed directly to, the Governing Board.

b. Travel Time

1) If the Firm believes that the presence of a Firm attorney at the Governing Board Office is required in order to provide legal services on a matter, the time traveled to and from the Governing Board Office shall not be billed to the Governing Board. Only travel expenses at IRS rates shall be billed.

2) If the Firm believes that the presence of a Firm attorney at the Governing Board Office is not required in order to provide legal services on a matter and the Governing Board nonetheless requests the attendance of an attorney, the time traveled to and from the Governing Board Office shall be billed to the Governing Board, as well as travel expenses at IRS rates.

G. Hotline questions shall be directed to the Firm by the superintendents, treasurers, and/or designees only, thereby preserving the attorney-client relationship between the Firm and Governing Board.

H. Nothing in this Agreement limits the ability of the Governing Board or any participating school districts/boards of developmental disabilities to obtain legal services from additional law firms.

_____ **EDUCATIONAL SERVICE CENTER GOVERNING BOARD:**

By: _____
_____, Board President Date _____

By: _____
_____, Superintendent Date _____

By: _____
_____, Treasurer Date _____

Governing Board Resolution No.: _____

McGOWN & MARKLING Co., L.P.A.:

By: *Matthew John Markling*
Matthew John Markling, Director

July 1, 2011
Date