

POLITICAL SUBDIVISION SCHOOL LAW HOTLINESM AGREEMENT

The **Hardin County Educational Service Center Governing Board** (“Governing Board”) is a proud member of the **Ohio Educational Service Center Association** (“OESCA”) that is partnering with the law firm of **McGown & Markling Co., L.P.A.** (“Firm”) to provide your political subdivision with additional services through the *School Law Hotline*SM on behalf of the Governing Board. The *School Law Hotline*SM is a program owned and operated by the Firm only.

The _____ (“Political Subdivision”) 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 Political Subdivision: Every 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 Political Subdivision with respect to any matter adversarial to the Governing Board and/or 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 Political Subdivision and Firm exists for those matters wherein the Firm actually provides legal services for the Political Subdivision. In other words, no attorney-client relationship exists if no legal services are provided in any matter. Moreover, the attorney-client relationship only exists with respect to those matters wherein legal services are actually provided to the Political Subdivision by the Firm.
 - B. The Governing Board and OESCA shall know the existence of this Agreement only. Neither the Governing Board nor OESCA shall ever be privy to any attorney-client privileged communication.

III. School Law Hotline Hours: On behalf of the Governing Board, the Firm shall serve as school law hotline counsel for the Political Subdivision.

A. The Firm shall provide the Political Subdivision with 10 complimentary hours of legal services for the 2011-2012 school year.

B. 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.

C. 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 Political Subdivision.

b. Travel Time

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

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

D. Hotline questions shall be directed to the Firm by the Superintendent/CEO, Treasurer/CFO, and/or designees only, thereby preserving the attorney-client relationship between the Firm and the Political Subdivision.

H. **Nothing in this agreement limits the ability of the Political Subdivision to obtain legal services from additional law firms.**

THE _____:

By: _____, President Date _____

By: _____, Superintendent/CEO Date _____

By: _____, Treasurer/CFO Date _____

Resolution No.: _____

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

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

July 1, 2011
Date

