Legal Services Consultation Agreement

For the retainer stated below, Sweet, Stevens, Katz & Williams LLP ("SSKW") will provide the following services to the Warren County School District ("District") during the 2015-2016 and 2016-2017 school years:

- 1. Andrew E. Faust ("Faust") or such other members of the SSKW attorney staff as are available and are acceptable to the District, will provide telephone and electronic mail advice and opinions concerning special education, NCLBA compliance, student services, and student civil rights issues to the administrator or administrators designated by the District as the contact. When appropriate and as often as possible, in accordance with current practice, electronic mail opinions and advice, policies, guidelines, forms and worksheets, handouts and outlines, and other material of universal applicability or interest will be shared with the SSKW pool counsel community, as well as members-only access to our pool counsel "resource room" library of past opinions at www.sweetstevens.com.
- 2. Over the two-year term of this agreement, Faust or such other members of the SSKW attorney staff as are available and are acceptable to the District, will provide via internet video conference, up to five consultations and file reviews, or five in-services or presentations, with District special education and student services administrators, or other select groups determined by the District. Scheduling of consultations and file reviews will be on a first come, first served basis.
- 3. Over the two-year term of this agreement, Faust or such other members of the SSKW attorney staff as are available and are acceptable to the District, will provide up to five staff, Board, or parent training or consultation sessions, in-services, or group meetings, concerning special education, NCLBA compliance, student services, and student civil rights issues, with the specific topics and nature and size of each such training, in-service, or meeting to be determined solely by the District. Use of "microtraining"—training concerning a single or narrow topic delivered to a small audience for whom the training is uniquely suited or necessary—is encouraged. Scheduling of training, in-services, and meetings will be on a first come, first served basis.

The substitution of any attorney for Faust in the performance of any of the foregoing duties shall occur only with the prior approval of the District.

This arrangement does not include representation in administrative or judicial proceedings. Arrangements for such representation must be made separately with SSKW.

In consideration of the foregoing services and commitments, the District shall pay to SSKW the sum of twenty two thousand dollars (\$22,000.00), payable in a single lump sum, in two equal annual installments, or equal monthly installments, as the District shall designate in writing. This amount includes all travel and meal expenses. Lodging for up to one night for each live presentation or consultation will be charged separately.

Andrew E. Faust

Date

Sweet, Stevens, Katz & Williams LLP

Ellis H. Katz, Managing Partner

Date

Sweet, Stevens, Katz & Williams LLP

Authorized Agent Warren County School District Date