

STAPLEFORD
&
BYHAM, LLC

Attorneys at Law

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Board of School Directors
Warren County School District
6820 Market Street
Russell, PA 16345

Dear Board of School Directors:

I have been asked to provide a letter of commitment for the 2017-2018 fiscal year for general legal services that are requested by the District throughout the fiscal year (we do not provide personnel/labor law or special education law services for the District). We are pleased to do so.

My hourly rate will be \$115.00 per hour; Andrea Stapleford's hourly rate will also be \$115.00 per hour; and Erika Mill's hourly rate will be \$105.00 per hour. You will be billed for disbursements and other charges relating to our professional services, such as filing fees, court reporter and expert witness fees, courier services, travel expenses, and business meals. Such charges may also include, but may not be limited to, overtime charges and computerized legal research. We generally do not bill you for photocopying, postage or long distance telephone charges. However, if your project requires unusually high numbers of copies, correspondence or calls, we will bill for the extraordinary portion.

It is our practice to render statements for professional services and related charges to the District on a monthly basis. We look for payment to be made within 25 days without regard to the consummation of any proposed transaction or the outcome of any matter. In the event that the statements are not timely paid, we reserve the right to suspend services until satisfactory payment arrangements are made or, if necessary, to terminate such services. A service fee of 1.5% per month will be added to overdue statements.

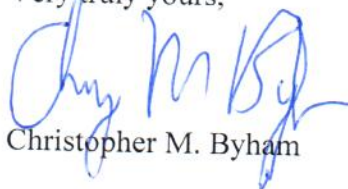
In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that

we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers.

We will keep you informed as to the progress of your matters. Unless instructed otherwise, we will send copies of significant papers to the Superintendent and Board President. If you have any questions about our services or about the status of your matters, please feel free to contact us at any time.

We will regard this letter as our contract for services between our firm and the Warren Area School District for the 2017-2018 fiscal year. If the foregoing terms are acceptable to you, please approve this agreement and acknowledge below.

Very truly yours,



Christopher M. Byham

ACCEPTED:

WARREN COUNTY SCHOOL DISTRICT

By: _____
Board President

Board Secretary

Date: _____