



One American Square, Suite 2500, Indianapolis, IN 46282 | T: 317.639.1210 | F: 317.639.4882 | www.lewiskappes.com

Michelle L. Cooper
MCooper@lewis-kappes.com

July 7, 2023

Sent via e-mail to Dr. William Kovach wkovach@central9.k12.in.us

Dr. William Kovach
Executive Director
Central Nine Career Center
1999 US 31 South
Greenwood, IN 46143

Re: Engagement Letter

Dear Dr. Kovach:

I am writing to confirm the terms of our engagement to serve as general counsel for the Central Nine Career Center (“C-9”), including the scope of this arrangement, the legal fees and expenses associated with our representation and other terms and conditions of the engagement. Please let me know if you have any questions or concerns regarding this letter.

Nature and Scope of the Engagement

Lewis & Kappes, P.C. (hereafter, the “Firm”) will provide legal services to C-9 on an as needed basis.

Fees, Costs and Billing Procedures

In return for the services provided, fees will be charged based upon the time expended and other factors, as contemplated by the Indiana Rules of Professional Conduct. Fees charged for work performed are based on hourly rates for the time expended. I will be the primary attorney providing services in this matter. I am a Director in my firm and my hourly rate \$265.00.

In addition to legal fees, we also charge for expenses related to your matter. Such expenses may include: photocopying, facsimile transmission, scanning, computer-assisted legal research, messenger service, mileage and travel expenses, deposition expenses, and other similar charges specifically attributable to the engagement.

If requested to provide an estimate of our fees for this particular matter, we will endeavor in good faith to provide our best estimate. However, unless there is a mutual agreement to a fixed

fee, the actual fees incurred on the project may be less than or exceed the estimate. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

In the unlikely event that the Firm must resort to collection procedures to pursue unpaid fees, please be advised that you will be responsible for any collection costs, including attorneys' fees (either ours or those of independent counsel).

Communications

Pursuant to your request, I will serve as your primary contact. If at any time you have questions or concerns about the representation, then please contact me.

As you are aware, communications between an attorney and client are, with limited exceptions, considered confidential and privileged. However, if the communication is shared with or made in the presence of a third party, that privilege could be destroyed. Therefore, you and others within your team with whom we communicate should exercise caution in discussing any of our conversations or communications with others.

Unless you instruct otherwise, we may communicate with you using e-mail, fax or cellular telephone. Acceptance of this engagement letter and agreement shall document your understanding that these methods of communication carry some risk of interception and your acceptance of those risks.

Termination of the Engagement or Withdrawal from the Consultation

Both you and the Firm have the right to terminate this engagement at any time after providing reasonable advanced written notice. We reserve the right to withdraw from this arrangement as permitted under the Indiana Rules of Professional Conduct if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter, or any fact or circumstance would, in our view, render our continuing representation arrangement unlawful, futile, or unethical. In the event we withdraw from the arrangement, appropriate measures will be taken to confirm protection of your interests and prevent any materially adverse effect. Any documents or property will also be returned upon our receipt of any earned but unpaid fees or costs.

Document Retention

It is Firm policy to retain for a reasonable period of time all materials generated during our representation of C-9, including various administrative records, attorney work product documents, and other paperwork generated during our representation. However, it is our responsibility under Rule 1.16 of the Indiana Rules of Professional Conduct to return any papers or property to which you are entitled upon termination of our representation. These items will be returned to you upon payment of all fees or expenses due upon the withdrawal or termination.

July 7, 2023

Page 3

Acceptance

I hope that this letter clearly and accurately states the scope of our engagement and the terms of the engagement. If you have any questions or wish to discuss any portion of this agreement in further detail, please contact me. If, however, this letter sets forth acceptable terms for our agreement, then please execute this engagement letter by signing where indicated below and return the signed copy to me. You are welcome to e-mail the signed copy to me.

I look forward to continuing to work with you and your team.

Regards,

LEWIS & KAPPES, P.C.

A handwritten signature in cursive script that reads "Michelle L. Cooper".

Michelle L. Cooper

MLC

ACKNOWLEDGEMENT

I hereby acknowledge and agree to the foregoing terms of the representation agreement between Michelle L. Cooper of Lewis & Kappes, P.C. and the Central Nine Career Center.

Dated: _____

Dr. William Kovach, Executive Director