



Eckert Seamans Cherin & Mellott, LLC
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November 17, 2023

Wellsboro Area School District
227 Nichols Street
Wellsboro, PA 16901

Re: Legal Services

Ladies and Gentleman:

We are pleased that you have engaged Eckert Seamans Cherin & Mellott, LLC (“Eckert” or “Firm”) to provide legal counsel and services to Wellsboro Area School District (“Client”). The purpose of this engagement letter and the enclosed Terms of Engagement is to set forth our mutual understanding of the basis on which we have agreed to undertake this representation. The engagement will become effective on our receipt of a copy of this letter signed by you.

This letter confirms the party that Eckert will represent, summarizes the scope of the engagement and nature of services Eckert will provide, and states the fee rates that will be charged. I have included with this letter a copy of Eckert’s Terms of Engagement. This document sets forth the Firm’s standard engagement terms which will apply to and are an agreed part of this engagement, unless mutually modified in writing. Please make sure to review them and if you have any questions call me to discuss.

Client the Firm Is Representing and Scope of Engagement

We want to make it clear that Eckert is only representing Wellsboro Area School District in this engagement. In accepting this engagement, the Firm has not agreed that it is representing any other entity that is affiliated with the Client, or any individual persons, who are not identified above. If you believe that we need to change the identification of the Client to which this engagement pertains, please discuss this matter with me before you sign this engagement letter.

Our engagement is to provide legal representation to Wellsboro Area School District in connection with defective roof materials and installation provided by A.J. Roofing, Inc, and a related Warranty provided by the GAF-ELK Corporation. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matters other than described above. In the event a need arises for Eckert to represent you with respect to another matter or legal issue, I would be pleased to discuss it with you.

Fees and Expenses

The charges for our services will be based on our regular hourly rates in effect at the time the services are rendered. My rate currently is \$435.00 per hour. If other members of the Firm work on this matter, their time will be billed on the basis of their regular hourly rates. If associate attorneys in the Firm work on this matter, their time will be billed on the basis of their regular hourly rates, which currently range from \$230.00 to \$390.00 per hour depending on their experience. If Firm paralegals work on the project, their time will be billed on the basis of their hourly rates which are in the \$160.00 to \$265.00 range. All of our current rates will be in effect for the calendar year 2023, but are subject to change thereafter, usually on an annual basis.

You will be billed for all disbursements and expenses that we incur on your behalf, including, without limitation, travel costs, mileage, express mailings and postage, long distance telephone costs, telecopy charges, and photocopy charges. Unless we mutually agree in writing to a different process, invoices will be submitted by Eckert to you on a monthly basis to be paid within thirty days of receipt. On receipt of any of our invoices, if you have any questions about fees, expenses, or any work we have performed, I encourage you to promptly contact me to discuss, and I will do my best to address any questions.

Countersignature by Client

Of course, you are always free to seek advice from other counsel on the terms of this engagement. If this engagement letter is consistent with your understanding of our fee and representation arrangement, please sign the enclosed copy where indicated, and return it to me.

If you have any questions concerning any of the matters discussed in this letter, please contact me. We appreciate the opportunity to be of service to you on this project and look forward to working with you.

Very truly yours,

ECKERT SEAMANS CHERIN & MELLOTT, LLC

/s/ Jonathan W. Cox

By: Jonathan W. Cox

Enclosure

The undersigned acknowledges and agrees to the terms of the representation as set forth in this letter and the accompanying Terms of Engagement.

WELLSBORO AREA SCHOOL DISTRICT.

[Signature]

[Name]

[Title]

cc: Conflicts Director