July 13, 2017

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Via Email: jagettle@gettleveltri.com
Ms. Margie Orr, President – Board of Directors
School District of the City of York
c/o Jeffrey A. Gettle, Esquire
GETTLE & VELTRI
13 E. Market Street
York, PA 17401

Re: Hearing Officer Appointment in the Revocation of Helen Thackston Charter School's Charter

Dear Ms. Orr:

The School District of the City of York ("School District") has asked me to act as the hearing officer in a charter revocation involving Helen Thackston Charter School. This letter sets forth the agreement concerning the scope of services to be rendered as a hearing officer in this proceeding which shall include presiding at and regulating the conduct and course of the public hearings held pursuant to the Notice of Revocation; administering oaths and affirmations; issuing subpoenas; making all necessary evidentiary rulings; receiving evidence; establishing a briefing schedule; holding appropriate conferences; disposing of procedural matters and motions; taking any other action necessary or appropriate to the discharge of duties consistent with statutory or other authority; certifying the record and preparing proposed findings of fact and conclusions of law, with a proposed Adjudication to the Board of Directors for the School District, within thirty (30) days of receipt of any and all briefs submitted by the parties or, in the case that no briefs are submitted, within twenty (20) days after the public comment period has closed. I cannot undertake to do any work on your case until I receive a signed agreement.

I will bill at an hourly rate of $180.00; however, travel time will be billed at the rate of $90.00 per hour. Because of the travel distances involved, I will try to schedule hearing dates back to back so that the case can move forward quickly and to potentially minimize travel-related costs to the School District. As discussed, if the School District will pay for overnight accommodations at a hotel, I am willing to stay in a hotel and I will be responsible for any and all meal related costs.

1. The firm's billing is based on the firm's present hourly rates for time expended, (i.e. telephone calls, correspondence, conferences, travel, negotiations, legal research, drafting of documents, court appearances, etc.). Fractions of hours are computed in periods of not less than .2 (2/10th) of an hour. I endeavor to provide services in a cost-effective manner. You will not be billed for clerical or secretarial time devoted to secretarial work

2. You will be billed periodically on a time-expended basis. **I reserve the right to terminate the client relationship for non-payment of fees or costs, or charge legal interest on any unpaid balance past due after thirty (30) days.** I will expect you to keep current with our billings. You may request an itemized bill at any time, and I will include in our time charges, the time expended for the preparation of such an itemization of services.

3. "Costs" are out-of-pocket expenses, such as transcripts of testimony, photocopies and long distance phone calls. Costs will also be itemized and billed on a periodic basis. You will be expected to pay such costs as they are incurred.

4. It is impossible to determine, in advance, the amount of time that will be needed in this case. I shall use my best judgment to determine the amount of time that is needed. Every effort will be made to expedite this case promptly, efficiently and according to the highest legal and ethical standards.

You acknowledge that there are no guarantees as to the disposition of any phase of this matter or matters.

Please date and countersign this Agreement and return a copy to me so that we will have a mutual memorandum of our understanding.

Very truly yours,

KING, SPRY, HERMAN, FREUND & FAUL, LLC

Ellen C. Schurdak, Esquire
ecs@kingspry.com

ECS/cml

ACCEPTED THIS _____ DAY OF _____, 2017.

SCHOOL DISTRICT OF THE CITY OF YORK

By:_____
Margie Orr , President
Board of Directors