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June 2, 2016

CONTINGENCY FEE AGREEMENT

Crawford Central School District ("CCSD"), the Titusville Area School District ("TASD"), the Union City Area School District ("UCASD"), Forest Area School District ("FASD"), the Warren County School District ("WCSD"), and the Warren-Erie-Crawford Schools Consortium ("WEC") (collectively, "Clients"), do hereby authorize, retain and employ Knox McLaughlin Gornall & Sennett, P.C. ("Knox") to evaluate potential claims against The Reschini Group ("Reschini") and Highmark, Inc. ("Highmark") and, if a reasonable basis for the assertion of such claims, to represent Clients in the prosecution of claims for damages against all proper parties, arising out of or relating to fees, commissions or other charges of Reschini and/or Highmark, by negotiation, settlement, institution of suit, or trial of same, although it is understood that no settlement is to be made without Clients' consent and approval.

Clients agree to pay Knox for its services rendered, whether the settlement be made by Clients, by Knox, or by any other person or entity whatsoever, in addition to all reasonable and necessary costs or expenses advanced or incurred, twenty-five percent (25%) of any amounts recovered on Clients' behalf, if settlement is made before the filing of a Complaint; twenty-nine percent (29%) of any amounts recovered on Clients' behalf, if settlement is made after the filing of a Complaint and before the filing of a Pre-Trial Statement; thirty-three and one-third percent (33 1/3%) of any amounts recovered on Clients' behalf after the filing of a Pre-Trial Statement and prior to any appeal; and forty percent (40%) of any amounts recovered on Clients' behalf after any appeal. CCSD, TASD, UCASD, FASD and WCSD agree to share and pay reasonable and necessary costs or expenses advanced or incurred by Knox on a

pro rata basis based upon the amount of fees claimed by each relative to the total claim advanced on behalf of Clients.

Clients agree to reimburse all necessary costs of suit incurred on its behalf upon resolution of their case, and expressly authorize Knox to pay out of any monies recovered all reasonable expenses incurred in the investigation, preparation, and trial of their case.

The parties agree that this Contingency Fee Agreement may be executed in duplicate counterparts, each of which will be deemed an original, with the same effect as if the signatures thereto were on the same instrument.

IN WITNESS WHEREOF, we set our hands and seals this 27th day of June, 2016.

DATE:	CRAWFORD CENTRAL SCHOOL DISTRICT
	BY: Jeffrey L. Deardorff, Vice-President of the Board of School Directors
DATE:	TITUSVILLE AREA SCHOOL DISTRICT
	BY:
	, (Title)
DATE:	UNION CITY AREA SCHOOL DISTRICT
	BY:
	, (Title)

DATE:	WARREN COUNTY SCHOOL DISTRICT
	BY:
DATE:	FOREST AREA SCHOOL DISTRICT
	BY:
	, (Title)
DATE:	WARREN-ERIE-CRAWFORD SCHOOLS CONSORTIUM
	BY:
	, (Title)
Knox hereby accepts the above	e claim and cause of action, and agrees to prosecute the same to
settlement or judgment, on the terms a	above set forth.
DATE:	KNOX McLAUGHLIN GORNALL & SENNETT, P.C.
	BY:

PRIVACY POLICY

Lawyers, as providers of certain personal services, are now arguably required by the Gramm-Leach-Bliley Act to inform their clients of their policies regarding privacy of client information. Our law firm understands your concerns as a client for privacy and the need to ensure the privacy of all your information. Your privacy is important to us and maintaining your trust and confidence is a high priority. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by such Act. Therefore, we have always protected your right to privacy. The purpose of this notice is to explain our Privacy Policy with regard to personal information about you that we obtain and how we keep that information secure.

NONPUBLIC PERSONAL INFORMATION WE COLLECT

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization or consent.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT OUR CLIENTS OR FORMER CLIENTS TO ANYONE, EXCEPT AS PERMITTED BY LAW AND ANY APPLICABLE STATE ETHICS RULES.

We do not disclose any nonpublic personal information about current or former clients obtained in the course of representation of those clients, except as expressly or impliedly authorized by those clients to enable us to effectuate the purpose of our representation or as required or permitted by law or applicable provisions of codes of professional responsibility or ethical rules governing our conduct as lawyers.

CONFIDENTIALITY AND SECURITY

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with professional guidelines or requirements of law. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

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