McNICHOL, BYRNE & MATLAWSKI, P.C. ATTORNEYS AT LAW

Paul D. McNichol * James J. Byrne, Jr. J. Adam Matlawski John P. McBlain Kaitlyn T. Searls* Of Counsel: Raymond J. Peppelman, Jr. Direct Phone: (610) 566-7777

* Licensed to practice in PA and NJ

November 29, 2023

Via Email and U.S. Mail

George Steinhoff, Ed. D, Superintendent Penn Delco School District 2821 Concord Road Aston, PA 19014

Re: <u>Legal Services – Labor and Employment</u>

Dear Dr. Steinhoff:

You have asked our firm to provide legal services to the District on labor and employment matters. We are pleased to have this opportunity to assist you and we want to acquaint you with our manner of handling your case.

Firm Representation. First, it is the entire firm which is representing you, although I will be primarily responsible for your case. Other lawyers in the firm may represent you from time to time in the event I am out of town on business or vacation.

Keeping You Informed. We will keep you informed of the status of your case and will send to you copies of all pleadings and other relevant correspondence. Usually, you will have to take no action upon receipt of this information, but you should read it to be aware of what is taking place. We suggest you maintain a file to hold these copies.

The Telephone. There will be times when we will be unavailable to speak on the telephone because of court appearances, conferences or other pressing matters. Please speak openly to my secretary or paralegal and ask them the question or give them the information which you have. They will be familiar with your file. This will reduce our ultimate charge for legal services and will enable us to be more efficient in handling yours and our other clients' cases.

Basis of Billing. We will bill you on a monthly basis for services rendered on your behalf at an hourly rate of \$235.00. Payment is due upon receipt unless you make some other arrangements with us. If you have questions about our billing rate or method,

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please feel free to discuss this matter early in our representation of you. You will be responsible for all costs that we incur in resolving your case. We will obtain your authorization if we expect to incur a cost that will be more than \$100.00. These costs will be included on your monthly billing statement.

Travel Time. In the event any travel is required on your behalf in this matter. such time will be charged at the usual hourly rate.

Efforts in Your Behalf. We will strive to complete your work expeditiously as possible and at a fair and reasonable cost to you. We do represent many other clients. and there will be times when we will be giving your work priority over others. But the converse is true, and we trust that you will understand if there is a delay in the completion of your work. We ask that you make every effort to keep us apprised of any changes or developments in this matter so that we can help you achieve a prompt resolution.

Termination. We shall reserve the right to terminate our services upon written notice to you in the event that you either fail us in any reasonable request, to timely pay the monthly statements in full as submitted, or if we determine in our reasonable discretion that to continue our services would be unethical or impractical.

Your Acceptance. If the foregoing terms and conditions accurately summarize and confirm your understanding of our attorney/client relationship, please indicate your approval and acceptance by dating, signing, and returning this to our office.

Credit Card Payments. McNichol, Byrne & Matlawski, P.C. agrees to accept credit card payments through PayPal. Client acknowledges that all terms and conditions of the credit card company and PayPal will apply to those transactions.

Very truly yours, Dave D. merule on behalf of McNichol, Byrne & Matlawski, PC APPROVED AND ACCEPTED Date: _____ By: George Steinhoff, Ed. D, Superintendent