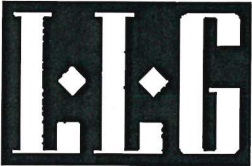


**Montoursville Area School District
School Board Agenda
September 28, 2021
7:00 PM
Virtual**

SUPPLEMENTAL

General:

- G-2 Approval of concurrent representation of the Montoursville Area School District, the Montoursville Area School Board, David Shimmel, and Christina Bason in the matter of M.O. and B.O., Parents of G.O.E.O., Minor Children; J. at al. vs Bason, et al., in accordance with the acknowledgement of consent as presented. (Attachment)



LEVIN LEGAL GROUP

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Of Counsel
ANNE E. HENDRICKS

September 25, 2021

VIA EMAIL ONLY (dshimmel@montoursville.k12.pa.us)

David Shimmel, President
Montoursville Area School District
50 N Arch Street
Montoursville, PA 17754

VIA EMAIL ONLY (cbason@montoursville.k12.pa.us)

Christina Bason, Superintendent
Montoursville Area School District
50 N Arch Street
Montoursville, PA 17754

Re: Acknowledgement and Consent to Levin Legal Group's Concurrent Representation of Christina Bason, David Shimmel and the Montoursville Area School District

M.O. AND B.O., PARENTS OF G.O.E.O., MINOR CHILDREN; J, at al. vs. BASON, et al; Docket No.: 4:21-cv-01566-MWB

Dear Folks:

The Levin Legal Group, P.C. ("LLG" or "the Firm") has been asked to represent each of the School District defendants (collectively referred to as "You" or "Your" or "the School District Defendants") in the matter of *M.O. AND B.O., PARENTS OF G.O.E.O., MINOR CHILDREN; J, at al. vs. BASON, et al.*, (hereafter "the Case" or "the Engagement")

Under Pennsylvania's Rules of Professional Conduct, which govern the conduct of lawyers licensed to practice in this state, neither the Firm nor any attorney at the Firm may undertake the concurrent representation of the School District Defendants in the Case unless the risks inherent in such concurrent representation are fully explained to You and You consent after such disclosure.

Concurrent representation of multiple clients in the same matter, as is being requested of this Firm in connection with the Case has possible advantages, including the potential ability to pool resources, economize costs, expedite the preparation and negotiation of legal documents, and streamline other legal decision-making. On the other hand, concurrent representation also carries potential legal risks given that certain business or legal decisions may result in disparate impact on the different clients (e.g., different liability exposure, for example), and that actions or decisions that might be in the best interests of one client might not necessarily be in the best interests of the other client(s).

After careful consideration of the nature of the work that this Firm is being requested to provide in connection with the Case, we do not believe that, at the moment, this Firm's representation of one of the clients will be adversely affected by the representation of the others. However, we will remain sensitive to any developments that may change our analysis of the situation, and we ask that you do the same and that you bring any such developments to our immediate attention.

Shared Information. You agree and acknowledge that there will be complete and free disclosure and exchange of all information that the Firm receives from any or all of You during the firm's representation of you in the Case. You agree and acknowledge that such information shall not be confidential between or among any of You, irrespective of whether the Firm obtains such information in conferences that may have taken place before the date of this letter. The Firm will not, however, be obligated to repeat to any of You any information received by any of You that the Firm deems is not material to the Engagement.

Conflict of Interest. You acknowledge and agree that, despite Your current consensus on all material issues, it is possible that disagreements and other differences may arise between and among You in the future. In that event, the Firm will request that You resolve any such differences between or among You without the Firm's involvement or assistance. If You cannot resolve Your differences and those differences result in a conflict of interest that would materially limit the Firm's ability to provide competent and diligent representation to all of You with respect to the Engagement, then You agree that, at the Firm's discretion, the Firm shall withdraw from the representation of one or more of the clients that may be conflicted ("Conflicted Clients") and shall continue to represent the others, and that, as a result of such withdrawal, the Firm may use any information that Conflicted Clients disclosed to the Firm against Conflicted Clients in the Engagement and may take positions adverse to the interests of Conflicted Clients in the Engagement or in any subsequent action or proceeding. Conflicted Clients acknowledge and agree that Conflicted Clients shall be responsible for obtaining his or her own legal representation and for the cost of that representation, unless the Conflicted Clients has applicable insurance. It is beyond the scope of this Engagement for the Firm to advise any client regarding insurance coverage.

You agree that none of You shall use the Firm's joint representation of any, or all, of You in the Engagement as a basis for seeking to disqualify the Firm from representing any of You in the Engagement or in unrelated matters, now or in the future.

Representation in Unrelated Matters. You agree and acknowledge that the Firm currently represents the Montoursville Area School District in unrelated matters and that the Firm may represent the School District in unrelated matters now and in the future.

Independent Counsel. You agree and acknowledge that each of You has been advised to consult with independent legal counsel concerning the terms of the Engagement and this joint representation.

Payment of Firm's Fees and Costs. The School District and/or its insurance carrier ("Payor"), if any, agrees to pay the Firm's fees and costs associated with this Engagement. Even if there is insurance that may pay part of the fees and costs associated with the Engagement, the School District shall ultimately be responsible to pay the Firm's fees and costs incurred herein. However, if there is insurance that has appointed LLG to represent You, we will comply with any applicable litigation guidelines.

The Firm's invoices for this Engagement shall be sent to the School District and to Payor as applicable. However, should it be determined that You acted outside the scope of Your employment or office with the School District, the School District may decide not to pay the Firm's fees and costs incurred to continue to represent one or more of the individuals in this Engagement and the Firm and I may withdraw as counsel for said individuals.

Accordingly, we ask that, you sign and return this letter consenting to the Firm's concurrent representation of You in the Case, subject to the terms and conditions outlined herein above.

The Board of School Directors as a whole must authorize concurrent representation with respect to the entity. The action must be at a public meeting. I recommend that the motion be couched as follows: "Motion made by _____ and seconded by _____ to approve concurrent representation of the School District, the School Board, David Shimmel, and Christina Bason in the matter of *M.O. AND B.O., PARENTS OF G.O.E.O., MINOR CHILDREN; J, at al. vs. Bason, et al.*, in accordance with the acknowledgment and consent as presented."


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SIGNATURE PAGE FOLLOWS.]

If you have any questions or concerns, please let me know.

Very truly yours,
LEVIN LEGAL GROUP, P.C.


Michael I. Levin, Esquire

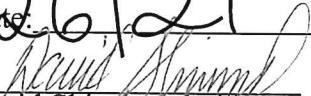
AGREED AND ACCEPTED:



David Shimmel, President

Date: 9/26/2021



Christina Bason
Date: 9/26/21


David Shimmel, in his Personal Capacity

Date: 9/26/2021