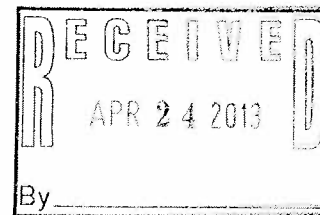




Dave Yost • Auditor of State

April 23, 2013



Felicia Drummey, Treasurer
Big Walnut Local School District
105 Baughman Street, Suite A
Sunbury, Ohio 43074

Dear Ms. Drummey:

This letter is to confirm our understanding of the terms and objectives of our engagement with the Big Walnut Local School District and the nature and limitations of the services we will provide.

We will provide the following services:

Using our conversion software and information provided by the School District, the Local Government Services Section of the Office of the Auditor of State (LGS) will compile the basic financial statements for the Big Walnut Local School District for the fiscal years ending June 30, 2013, and 2014.

LGS is responsible for conducting the engagement in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the School District's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, the accountant will not express an opinion or provide any assurance regarding the financial statements.

If for any reason we are unable to complete the compilation of the School District's financial statements, we will not issue a report on such statements as a result of this engagement. Subsequent to the completion of the compilation, LGS will provide technical assistance in assembling the School District's Comprehensive Annual Financial Report (CAFR). LGS will not issue a compilation report. Rather, we will provide a "management only" copy of the compiled financial statements for management to submit to your auditors. We will also retain a copy to meet the annual report filing requirement with our office.

Big Walnut Local School District remains responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board. It is therefore the responsibility of the School

District to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. It is also the School District's responsibility to design, implement, and maintain internal controls, including monitoring ongoing activities.

To demonstrate that the School District is fulfilling these responsibilities, the following safeguards will be observed. The School District will designate a management level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. If the School District has determined that someone other than the individual with whom we worked last year will fulfill this role, the School District must submit documentation to support the new designee's knowledge and capability to perform this function. We will meet with this individual periodically to update our progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will perform all management functions and make all management decisions related to this conversion and compilation and will accept full responsibility for such decisions. Accordingly, this individual will review and approve all proposed adjustments before they are entered into the conversion software. Finally, this individual will evaluate the adequacy of the services performed under this engagement by the Local Government Services Section of the Office of the Auditor of State.

It is understood and agreed that the performance of this engagement by LGS will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group of the Office of the Auditor of State.

Management is responsible for making all financial records and related information available to LGS. The hours of service offered in this letter are based upon the following information being provided by the School District:

1. Information required to confirm appropriate fund classification and major fund status;
2. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements, including original budget amounts for all funds required to be presented in the basic financial statements, and documentation to insure that financial records are in agreement with amended certificates requested and appropriations passed by the Board of Education during the fiscal year;
3. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the fiscal year, along with bank reconciliations of all School District funds and bank accounts as of fiscal year end;
4. Documentation for receivables including taxes, intergovernmental, and accounts receivable, inventory, and prepaid items as of fiscal year end;
5. The balances for all governmental capital assets by program and type and proprietary capital assets by fund and type as of the beginning and end of the fiscal year, including appropriate information regarding accumulated depreciation, as well as current year additions (including accounts charged for related expenditures) and deletions (including any related proceeds and accumulated depreciation on the deleted asset). In addition, information is required that presents depreciation expense by fund and type for proprietary capital assets and by program and type for general capital assets for the fiscal year;
6. Information regarding accrued salaries, compensated absences (both current and long-term), accounts payable, workers' compensation, retirement, and other current and long-term liabilities as of fiscal year end;
7. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that details balances at the beginning and end of the fiscal year, increases and decreases, and the purpose for which the short-term debt was issued;
8. Information regarding long-term debt balances as of the beginning and end of the fiscal year and information regarding additions and payments that occurred during the fiscal year. Information that details issuance costs, premiums, and discounts for additions should be identified separately.
9. Copies of amortization schedules that distinguish between principal and interest for each outstanding debt issue;
10. Information to support necessary modified accrual and accrual adjustments at fiscal year end;
11. Information regarding transfers by fund including the amount and purpose for each transfer;
12. The transmittal letter and statistical section; and
13. Management's Discussion and Analysis.

It is important that you provide financial records that balance and documentation that is adequate to support the necessary journal entries. If we discover inadequacies in the records or documentation you provide, we will return the information to you for correction.

All documents provided to LGS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. must be redacted of any personal information before submission. Personal information is defined as social security numbers, dates of birth, drivers' license numbers, or financial institution account numbers associated with an individual. The School District shall redact all personal information from electronic records before they are transmitted to LGS. This information should be fully blacked out in all paper documents prior to sending them to LGS. If personal information cannot be redacted from any records or documents, the School District must identify these records to LGS prior to their submission.

If redacting this personal information impairs the ability of LGS to provide the contracted services, the School District and the Auditor of State's Office will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates hardship on the School District in terms of resources, recordkeeping, or other issues, the School District and LGS may collaborate on alternative methods of providing the School District's data to LGS without compromising the personal information on individuals served or employed by the School District.

As part of the annual financial report, you will be required to prepare a Management's Discussion and Analysis (MD&A). LGS assistance with respect to the MD&A will be limited to reviewing the MD&A to determine that all required topics have been addressed and to insure that the amounts presented in the MD&A match the amounts presented in the financial statements.

During the course of the compilation, from financial records and supporting documentation you provide, LGS will propose journal entries for the preparation of the basic financial statements, review records and other information to determine whether data is being gathered at the required level to permit the preparation of the financial statements, enter usable information from the prior fiscal year trial balances to the trial balances that will be used for the fiscal year being reported, and input approved journal entries into the trial balances. LGS will also discuss with you the requirements for budgetary presentations and assist in the identification of original budgetary information.

LGS assistance with respect to capital assets will be limited to explaining the information necessary for report preparation. If additional assistance in the review of policies or significant guidance related to the calculation of capital assets is required, this engagement will need to be amended.

All work papers prepared by the Office of the Auditor of State will remain the property of the Auditor of State. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

Management is responsible for identifying and ensuring the School District complies with the laws and regulations applicable to its activities. Management is also responsible to prevent and detect fraud. Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

It is estimated that 240 hours will be needed to complete this engagement for each fiscal year 2013 and 2014. Our fees for these services will be billed monthly to the School District at a rate of \$50 per hour, and the total cost is not anticipated to exceed \$12,000. If additional time or services should be necessary, we will notify the School District regarding any amendment to this contract that may be required.

Felicia Drummey, Treasurer
Big Walnut Local School District
Page 4 of 4

Upon a thirty day written notice, either party may terminate this engagement for any reason. Such notice shall be sent by U.S. mail or by personal delivery to the Auditor of State, Local Government Services Section, 88 East Broad Street, Fourth Floor, Columbus, Ohio 43215-3506. In the event of such termination, the Auditor of State shall be compensated at the contractually agreed upon rate for any and all work completed to the date of such notice.

If you are in agreement with the terms of this contract, please sign and certify this engagement letter in the appropriate spaces and return it to me no later than June 1, 2013. If we do not hear from you by June 1, 2013, we will assume the School District does not wish to contract for the services of the Local Government Services Section of the Office of the Auditor of State. Should you have any questions concerning this letter, please do not hesitate to contact Belinda L. Miller, Chief Project Manager, at 1-800-345-2519.

Sincerely,

DAVE YOST
Auditor of State



Unice S. Smith
Chief of Local Government Services

We desire the Auditor of State's Office to perform the services described above and agree to the terms and conditions set forth in this letter.

BIG WALNUT LOCAL SCHOOL DISTRICT

Date: _____

Resolution No. _____

By: _____
President of the Board of Education

It is hereby certified that the amount of \$ 13,000 required to pay this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of the General Fund, free from any obligation or certification now outstanding.

Date: _____

Felicia Drummey, Treasurer

cc: Belinda L. Miller, Chief Project Manager
Mark Long, Chief Auditor