



Education

Rosemarie Cappabianca
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January 1, 2012

Jim Carr
Hinman-Straub PC
121 State Street
Albany, New York 12207

Dear Jim:

This letter when signed and returned by you will constitute an agreement under which McGraw-Hill Education ("MHE") will engage the services of Hinman-Straub PC (herein "Consultant") effective January 1, 2012 for the term and compensation described below, all in accordance with the provisions hereof.

Services to be Performed

I.

- a. Consultant's services will be provided to support the education businesses of MHE, conducted primarily through the MHE business unit CTB/McGraw-Hill ("CTB"); School Education Group (SEG) and McGraw-Hill Higher Education (MHHE). Services shall include, but not be limited to, government relations representation and advocacy such as lobbying and associated legislative and administrative services on education and assessment related matters with respect to the State of New York ("State"). The services to be provided shall include but not be limited to the following:
- Discussion with MHE regarding assessment and reporting opportunities and development of overall strategy.
 - Meet with the legislative leadership, including committee chairs and key staff, to educate them concerning MHE's assessment and reporting products and contract history, etc., in the State; facilitate meetings with these stakeholders and executives from MHE and raise the profile and visibility of MHE and its products and services. Educate stakeholders on the benefits of new testing, accountability, and reporting approaches. Work with appropriate MHE representatives to develop and refine key messages about MHE and its services.
 - Monitor issues coming out of the State Department of Education and the State Board of Education and provide assistance in preserving the existing contracts,

relationship building and positioning MHE for renewals of existing contracts and future contract opportunities, to the extent applicable.

- Coordinate on legislative matters affecting MHE with the State Department of Education's key legislative liaisons.
- Interact with the Governor and staff relative to MHE's goals and presence in the State.
- Heighten the visibility and overall presence of MHE before key stakeholders in the State.
- Provide ongoing intelligence, such as activities of competitors and their respective lobbyists.
- Represent MHE's interests in the formulation of interim studies on select issues, as to the appointment of members to the committee or other official group created to prepare the study, and concerning the result.
- Represent MHE at fundraisers, receptions and political functions, subject to the provisions of section VIII.
- Take such action as it judges necessary and appropriate to secure enactment of legislation that will achieve or move toward the objectives of MHE, including the initiation of specific legislation for introduction by supportive legislators
- Maintain contact with the appropriate non-governmental education groups to assist with coalition and alliance building with key stakeholders.

- b. Such representation shall be undertaken in each case only after express authorization of behalf of MHE by Rosemarie Cappabianca or her designee, Larry Snowwhite.

II. Consultant's compensation shall be as follows:

1.
 - (a) For the period beginning on January 1, 2012 and ending December 31, 2012, the sum of \$3,750 per month;
2. Consultant shall be reimbursed on a monthly basis for all actual expenses for entertainment, food, and other out of pocket expenses, including air travel and hotel, incurred at MHE's request;
3. Payment of the monthly retainer shall be made payable to "Hinman-Straub PC" and forwarded to 121 State Street, Albany, New York, 12207, or otherwise in writing;
4. Payment of approved expenses shall be made in accordance with MHE's usual procedures. Consultant shall promptly be provided with appropriate information with respect to such procedures.

III. Consultant agrees to perform services under this Agreement in a diligent and professional manner, advising MHE on a regular basis of the progress of legislative or administrative actions in New York relating to the business of MHE, as described herein.

IV. Consultant shall be responsible to assure that both MHE and Consultant are at all times in compliance with applicable law with respect to any services performed by Consultant or actions taken or not taken by MHE or its employees with advice from Consultant. In this regard, Consultant will comply with all State registration and reporting requirements. Consultant shall be responsible for preparing and filing all applicable reports (such as activity reports with The New York Ethics Commission) as may be required under New York law concerning Consultant's fees, visits, meetings or contacts with State Legislators and other government officials. With respect to any allocation of fees payable under this Agreement required under New York law or regulations for reporting purposes, the allocation shall be made in accordance with Consultant's recommendations, which recommendation shall be subject to the approval of MHE.

V.

1. The term of this Agreement shall begin on January 1, 2012 and, subject to the other provisions hereof, will continue through December 31, 2012;
2. Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement at any time on not less than 30 day's written notice.

VI.

1. Consultant agrees not to accept any other engagement or retainer that would conflict with, or take any action that would be adverse to, the interest of MHE. Should any conflict arise as the result of Consultant's representation of another person, firm or corporation or between MHE and Consultant, the matter will be immediately discussed with MHE and resolved. MHE is aware that it will not be Consultant's sole client, but Consultant agrees to exert its best efforts in securing the purposes of this Agreement;
2. To protect both Consultant and MHE, the parties hereto have already discussed and resolved preliminarily any potential conflicts of interest with present or former clients of Consultant. Consultant will keep MHE informed of any potential conflicts which Consultant may herewith determine or discover with respect to MHE, so that MHE can evaluate whether any particular services should be performed or if it is appropriate to terminate this Agreement. In the event of such termination, Consultant will be entitled to payment through the month in which the conflict was determined or discovered by Consultant.

VII. Consultant has been selected to represent MHE because of the expertise and abilities of Jim Carr. It agreed that Jim Carr will be personally in charge of the matters covered by this Agreement.

VIII. Contributions:

1. Consultant shall not make any contributions or payments to any third party, including giving of gifts or gratuities or the providing of meals or otherwise, nor attend

any event expressly as a representative of MHE, except, in each case, in compliance with all applicable law and regulations and after express prior written consent on behalf of MHE by Rosemarie Cappabianca or her designee;

2 Political contributions and campaign contributions on behalf of Client are not part of this contract. Client understands that Consultant and employees of Consultant attend political events and campaign functions, but such activity is solely their own time, and neither Consultant nor its employees receive any compensation from Client for such activity.

IX. Independent Contractor:

In performing services under this Agreement, Consultant shall at all times operate as and have the status of an independent contractor and shall not act as or be MHE's agent or employee. Consultant shall not have the authority to commit, obligate, or take any action on behalf of MHE.

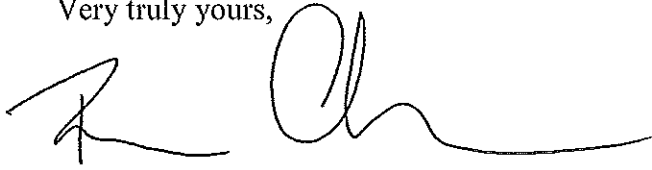
X. Confidentiality:

Consultant acknowledges that, in the process of providing professional services to MHE, MHE may provide sensitive confidential information, the disclosure of which could be detrimental to MHE. Consultant agrees not to use any of such information for any purpose except as authorized by MHE. The obligations of confidentiality hereunder shall extend for a period of three (3) years from the date of termination of this agreement unless Consultant receives written approval from MHE.

XI. This is the entire Agreement of the parties concerning its subject matter. It may not be assigned without the written consent of both parties. It shall be governed and interpreted under the laws of the State of New York applicable to agreements to be entirely performed in New York.

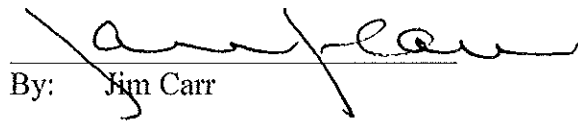
Please sign this Agreement at the place provided below if it meets with your acceptance and return to the undersigned. An additional copy is enclosed for your files.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Rosemarie', written over a horizontal line.

By: Rosemarie Cappabianca
Title: Senior Vice President, Public & Government Affairs
McGraw-Hill Education

Accepted and Agreed
Hinman-Straub PC

A handwritten signature in black ink, appearing to read 'Jim Carr', written over a horizontal line.

By: Jim Carr