



January 10, 2019

**Via U.S. Mail**

Dr. Michael A. Erwin, Chairman, DeKalb County Board of Education  
Dr. R. Stephen Green, Superintendent, DeKalb County School District  
Administrative & Instructional Complex (AIC)  
1701 Mountain Industrial Boulevard  
Stone Mountain, GA 30083

Re: Engagement Letter for DeKalb County School District, General Liability and  
Workers' Compensation counsel

Dear Dr. Erwin and Dr. Green:

We thank the DeKalb County School District (the "District") for selecting Swift, Currie, McGhee & Hiers, LLP ("Swift Currie" or the "Firm") to serve as its outside counsel for general liability and workers' compensation matters. Pursuant to the terms set forth below and in our Billing Policy and Terms of Engagement, this letter confirms our representation of the District in various matters which will be assigned by the school district.

As identified in the Billing Policy and Terms of Engagement, beginning in January of 2019, Swift Currie will prepare and forward to you monthly billing statements, reflecting services rendered and costs incurred by Swift Currie in connection with your matters during the preceding month. Our fee will be calculated on a time basis (we bill increments of 6 minutes – reflected as 0.1, 0.2, etc. on invoices), at our prevailing hourly rates. For all general liability matters, Swift Currie's hourly rates will be as follows: Partners - \$250, Associates - \$200, and Paralegal - \$150. For workers' compensation matters, Swift Currie's hourly rates will be as follows: Partners - \$210, Associates - \$175, and Paralegal - \$120. The attached Swift Currie Billing Policy Overview sets forth information regarding costs and other expenses you may be charged, as applicable. All professional time and costs will be itemized on your monthly billing statement.

Our proposed engagement terms to minimize costs to the school district are made with the understanding and expectation that the DCSD Office of Legal Affairs will continue its current level of legal support to DCSD. As such, our representation of, and responsibility to, the DCSD is expressly limited to those specific agreed-upon matters for which you request our services. It is our understanding that case assignments to our firm will be forwarded only by the Board Chair, the Superintendent, or the Chief Legal Officer, or his/her designee.

To the extent that there are future requests for legal services with respect to these matters or other matters not provided for in this Agreement, such services will be described with specificity in an addendum to an engagement letter and will be governed by such engagement letter, unless mutually agreed.

**TERRY O. BRANTLEY**

P: 404.888.6160 / F: 404.888.6199  
terry.brantley@swiftcurrie.com

If the representation arrangement set forth in this letter and the incorporated Billing Policy and Terms of Engagement is satisfactory to you, please sign and date a copy of this letter and fax a copy back to my attention at (404) 888-6199.

We thank you for engaging Swift Currie as your outside counsel in this respect, and we look forward to working with you.

Very truly yours,



Terry O. Brantley

cc: Susan W. Setterstrom, Director Risk Management  
Marissa Key, Executive Legal Officer

## SWIFT, CURRIE, MCGHEE & HIERS, LLP

### **Billing Policy and Terms of Engagement**

Except as modified by mutual agreement in writing, Swift, Currie, McGhee & Hiers, LLP ("Swift Currie") and the client ("you") agree to the following provisions and policies with respect to the relationship between them, unless your fee agreement specifically provides otherwise:

1. **Hourly Rates.** Swift Currie will bill you on the basis of fees plus expenses, with fees being determined by the regular hourly rate for the firm's attorneys and paralegals which are adjusted on an annual basis.
2. **Billing Statements.** Swift Currie will provide you with detailed billing statements on a monthly basis showing the work performed by date, professional and the amount of time spent, together with detail of applicable expenses charged to you.
3. **Conflicts.** To allow us to conduct a conflicts check, you represent that you have identified to Swift Currie all persons and entities that are or may become involved in any matter assigned to the Firm, including all persons and entities that in any material respect are related, affiliated or associated with you, and other involved or potentially involved parties. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in any matter assigned to the Firm.
4. **Outside Expenses.** At the option of Swift Currie, you will either reimburse Swift Currie for any expense advanced by Swift Currie to third parties on your behalf or pay directly or prepay to Swift Currie for any such expense. Outside expenses shall include any and all costs or expenses incurred or contracted in the course of your representation. Without limiting the generality of the foregoing, such costs and expenses include travel and lodging, parking and tolls, outside photocopies, postage, telephone, overnight or special delivery charges, expert witness fees and expenses, filing fees and other court charges, court reporter fees, deposition costs, exhibit preparation costs, and costs of obtaining specialized reports. Outside expenses are billed at Swift Currie's actual cost. Mileage is charged at IRS rate of \$.54 1/2 per mile.
5. **Internal Costs.** Swift Currie's internal costs are billed as follows:
  - a. In-house photocopies are charged at \$0.10 per page.
  - b. In-house courier charges range between \$10 to \$35 per delivery, depending on the location.
  - c. All other charges will be billed at Swift Currie's actual cost.

6. **Retainers.** At Swift Currie's option, Swift Currie may require a reasonable retainer before commencing work on your behalf. Additional retainers may be required as initial retainers are depleted.
7. **Discharge of Attorney.** You can discharge Swift Currie with or without proper cause in writing. In the event that you desire to discharge us, then we will be entitled to the reasonable value of our services, plus reimbursement for all costs and expenses incurred in our capacity as your registered agent. We may withdraw at any time by giving you written notice thereof if you fail to cooperate in any way with our representation of you.
8. **Agreement to Use Name.** In connection with advertising and marketing efforts, Swift Currie may provide a list of representative clients and matters. In order to avoid any uncertainty regarding disclosure of the identity of clients and/or the amount of work performed for a particular client, we prefer to address an agreement regarding disclosure of the identity of clients, the nature of the work performed, and the amount of work performed at the commencement of our engagement. Your consent to the engagement of Swift Currie will constitute your informed consent to the use of your name, the nature of work performed, and the amount of work performed by Swift Currie in connection with advertising and other marketing efforts by Swift Currie. If you have any questions regarding this or would like to discuss it, please let us know.
9. **Attorney's Work Product.** All documents, photographs, files, memoranda, notes, and copies thereof created on your behalf by Swift Currie or under its direction are and shall be property of the Firm. However, we will not deny you reasonable access to the same and/or copies if requested.
10. **Document Retention and Destruction.** As part of Swift Currie's representation of you, we expect to come into possession of documents or other materials belonging to you or otherwise constituting client records, such as correspondence, pleadings, transcripts, exhibits, physical evidence, and other items reasonably necessary to your representation (collectively, "Client Materials"). Once the particular matter to which those Client Materials relate has been concluded, we will either (1) return the Client Materials to you at your last known address, (2) retain them in our storage, or (3) dispose of them. In the event the Client Materials are returned to you, you agree we have the right, but not the obligation, to keep a copy of the Client Materials. If you do not request the return of the Client Materials upon conclusion of the matter, in the absence of any other specific arrangements with you or legal requirements to the contrary, you agree that we may dispose of those Client Materials with our records retention policy that we may have in effect from time to time without notice to you. Our own files pertaining to the matter will not be delivered to you. You agree that Swift Currie's files include, for example, administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyers' work product (such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports and mental impressions, prepared by us for our internal use), and our lawyers' internal communications with one another. You agree that our files remain our property and for various reasons, including the minimization of unnecessary storage expenses, or for no

reason, we may destroy or otherwise dispose of our files in a reasonable time after the conclusion of the matter without notice to you.

**ACCEPTED AND AGREED  
DEKALB COUNTY SCHOOL DISTRICT/ BOARD OF EDUCATION**



**By: Dr. Michael A. Erwin  
Title: Chairman, DeKalb County Board of Education**



**By: Dr. R. Stephen Green  
Title: Superintendent, DeKalb County School District**