

ACTION MEMORANDUM

TO: Bibb County School District

FROM: Sharon Roberts, Chief Financial Officer

SUBJECT: FY 2024 Attorney Fees

Summary

It is recommended that the Letter of Engagement dated May 22, 2023 between Jones Cork, LLP and the Bibb County School District in the annual amount of \$200,000 for non- extraordinary legal services be approved for Dr. Sims' signature. It is also recommended that a second purchase order for Jones Cork, LLP for \$500,000 be authorized to cover all extraordinary legal services required for the FY 2024 school year.

Background

At the October 21, 2021 Board Meeting, the Board of Education approved a September 3, 2021 Letter of Engagement with Jones Cork, LLP in the amount of \$200,000 for non- extraordinary legal services and \$500,000 for extraordinary legal services for FY 2022. This same agreement was approved by the Board on June 16, 2022 for FY 2023. There are no changes in legal fees for the upcoming year.

Extraordinary legal services are billed separately at a rate of \$195 per hour. Extraordinary legal services and expenses to be billed outside of the \$200,000 non-extraordinary fees are associated with:

- Lawsuits in the courts.
- Bond issues, excess levies, lease or purchase transactions, and similar financings.
- Complaints, investigations, and proceedings involving the Federal Office for Civil Rights or any other office of the United States Department of Education.
- Special education due process proceedings.
- Terminations, suspension, or non-renewal hearings under the Fair Dismissal Act including investigations related to the same.
- Complaints, investigations and proceedings involving the EEOC;
- Out of pocket expenses such as mileage reimbursement, filing fees, and other similar expenses and, where overnight stays are necessary, meals and lodging.
- Extraordinary expenses such as deposition costs, printing costs, expert witness fees, reports, and other similar expenses; and

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- Administrative expenses such as charges for photocopies, document scanning, faxes, postage, computerized research services, messengers, and express delivery services.
- Other extraordinary matters. In this regard, both Jones Cork, LLP and BCSD recognize that there may be other unique "extraordinary" matters which do not fall neatly within any of the above categories. In this event, Jones Cork, LLP will notify the Superintendent and negotiate mutually agreeable terms which will be reduced to writing and agreed to by the parties.

In FY 2023 legal fees for non-extraordinary services were agreed upon \$200,000, while the extraordinary items and expenses totaled \$311,952.97.

Based on the level of total legal fees incurred in FY 2023, the recommendation for FY 2023 is to approve \$200,000 for non-extraordinary legal services and \$500,000 to cover extraordinary items handled by Jones Cork, LLP. The total \$700,000 of estimated legal services and expenses will be paid from the General Fund. The BCSD will be invoiced at a monthly rate of \$16,667.66 (\$200,000 divided by 12 months) for the non-extraordinary services. BCSD will be invoiced for the extraordinary services as actual services and expenses are incurred.

Recommendation

It is recommended that the Board of Education authorize the Superintendent to sign the attached Letter of Engagement dated May 22, 2023 with Jones Cork, LLP for non-extraordinary legal services and expenses of \$200,000 and issue a FY 2024 purchase order for this amount.

It is also recommended that the Board of Education authorize the Superintendent to issue a second blanket purchase order to Jones Cork, LLP in the amount of \$500,000 to cover any extraordinary legal services and expenses that may occur in FY 2024.

The recommendation in its entirety is for the Board of Education to authorize the Superintendent to issue purchase orders to Jones Cork, LLP for legal services and expenses for fiscal year 2024 for a combined total of \$700,000 and to sign the Letter of Engagement.

Superintendent's Approval:

Superintendent's Signature	Approve/Disapprove
Dr. Dan A. Sims	Approved

ROBERT C. NORMAN, JR.
H. J. STRICKLAND, JR.
CATER C. THOMPSON
THOMAS W. JOYCE
BRANDON A. OREN
CALLIE DICKSON BRYAN
EUGENE S. HATCHER, JR.
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1895-1968

CHARLES M. CORK

1908-1982

May 22, 2023

VIA EMAIL ONLY:

Dr. Dan A. Sims, Superintendent
Bibb County School District
484 Mulberry Street
Macon, GA 31201
dan.sims@bcsdk12.net

Re: Terms of Engagement

Dear Dr. Sims,

I am writing to set forth the arrangements for the provision of legal services by Jones Cork, LLP to Bibb County School District ("BCSD") for FY 2024. If the terms are agreeable, please sign a copy and return it to me. If you have any suggestions or concerns please contact me so that any concerns can be promptly resolved.

I. FEES

A. Annual Fee

We have agreed that fees charged by Jones Cork, LLP to BCSD will not exceed \$200,000 annually, exclusive of "extraordinary" legal services and expenses, both of which are described below.

B. Extraordinary Legal Services

The following matters are considered "extraordinary" legal services which do not fall under the \$200,000 annual cap. These are fees associated with:

1. lawsuits in the courts;
2. bond issues, excess levies, lease or purchase transactions, and similar financings;
3. complaints, investigations, and proceedings involving the federal Office for Civil Rights or any other office of the United States Department of Education;
4. special education due process proceedings;
5. termination, suspension or non-renewal hearings under the Fair Dismissal Act including investigations related to the same;

6. Complaints, investigations, and proceedings involving the EEOC; and
7. other extraordinary matters. In this regard, both Jones Cork, LLP and BCSD recognize that there may be other unique “extraordinary” matters which do not fall neatly within any of the above categories. In this event, Jones Cork, LLP will notify the Superintendent and negotiate mutually agreeable terms which will be reduced to writing and agreed to by the parties.

Extraordinary matters will be charged at the hourly rate of \$195.00/hr.

C. Expenses

There are three categories of client-related expenses for which Jones Cork, LLP bills its clients in addition to the hourly fees described above:

1. **Out-of-pocket** expenses such as mileage reimbursement, filing fees, and other similar expenses and, where overnight stays are necessary, meals and lodging.
2. **Extraordinary** expenses such as deposition costs, printing costs, expert witness fees, reports, and other similar expenses.
3. **Administrative** expenses such as charges for photocopies, document scanning, faxes, postage, computerized research services, messengers, and express delivery services.

Expenses will be billed monthly.

II. BILLING

Our billing statements for fees and expenses will be prepared and sent monthly to the attention of the School District’s CFO, Sharon Roberts, or such other person as you direct. Since March 1, 2020, Jones Cork, LLP has billed the School District at the rate of \$16,667.66 per month (\$200,000.00 divided by 12 months). Jones Cork, LLP will continue to honor this arrangement until modified by agreement with the District. Fees for extraordinary matters will be billed separately. Billing statements will reflect for each matter the nature of each service performed, the names of the individuals who performed the services, the time expended, and the resulting fee for the matter. Upon request, our billing statements can be formatted to provide more or other information.

It is also agreed that we will meet twice per year to discuss the legal services Jones Cork, LLP provides, as well as any related recommendations you may have. In our meetings, we will also consider whether the terms of this engagement letter ought to be modified to fairly address our mutual concerns, not only during this school year, but also the next.

III. COMMUNICATIONS

Jones Cork, LLP will perform legal services for BCSD as requested or assigned by the Superintendent, a central office administrator, senior cabinet officers, the school board’s President, or the Board itself. Moreover, Jones Cork, LLP will have one of its education attorneys at the District Office or meet virtually with District Staff one day per week for approximately 3 hours to

Dr. Dan A. Sims

May 22, 2023

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respond to any questions or concerns with any issues or questions which may arise and to coordinate work with the School District.

Finally, Jones Cork, LLP places the highest value on open and honest communications with clients. If your Board or you have a suggestion, question, or concern about these terms of engagement, our legal work, or any aspect of our relationship with the School District, please feel comfortable in immediately contacting me or any of the attorneys assigned to perform your work.

We look forward to continuing our firm's relationship with the Bibb County School District.

Very truly yours,

/s/ Canon B. Hill

CANON B. HILL

Approved by:

Dr. Dan A. Sims

Superintendent Bibb County School District