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July 18, 2024

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:

We are writing to set forth the arrangements for the provision of legal services by Jones Cork, LLP to Bibb County School District ("BCSD") for FY 2025. If the terms are agreeable, please sign a copy and return it to our office. If you have any suggestions or concerns, please contact us so that any concerns can be promptly resolved.

I. FEES

A. Annual Fee

From time to time, it becomes necessary for our firm to review rates and make adjustments that are appropriate and align with the market rates and the complexity of the work we are performing. The fees proposed by Jones Cork, LLP to BCSD will not exceed \$220,000 annually, exclusive of "extraordinary" legal services and expenses, both of which are described below. We recognize that this is a ten percent increase in legal fees, but this increase is below the 16.8% inflation increase associated with the Consumer Price Index (CPI).

B. Extraordinary Legal Services

The following matters are considered "extraordinary" legal services which do not fall under the \$220,000 annual cap. These are fees associated with:

1. lawsuits in the courts;
2. bond issues, excess levies, lease or purchase transactions, and similar financings matters;

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, formal complaints filed with the Georgia Department of Education, and special education matters for which BCSD requests representation;
5. termination, suspension or non-renewal hearings under the Fair Dismissal Act including investigations related to the same;
6. Student discipline hearings involving an attorney for the student, all student discipline appeals, and all student discipline matters for which BCSD requests representation;
7. complaints, investigations, and proceedings involving the EEOC; and
8. 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 \$215.00/hour for partners, senior attorneys, and of-counsel attorneys. Associate rates will be charged at \$175/hour and paralegal rates will be charged at \$95/hour.

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 for travel outside of Bibb County, 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, Eric Bush, or such other person as you direct. Jones Cork, LLP will bill the School District at the rate of \$18,333.33 per month (\$220,000.00 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 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 BCSD, please feel comfortable in immediately contacting 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/ Sydney M. Solomon
Sydney M. Solomon

/s/ Andrew L. Davidson
Andrew L. Davidson

Approved by:

Dr. Dan A. Sims
Superintendent Bibb County School District