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January 6, 2025

Via E-mail [dan.sims@bcsdk12.net]

Dan A. Sims, Ed.D.
Superintendent
Bibb County School District
484 Mulberry Street
Macon, GA 31201

Re: Engagement of Parker Poe Adams & Bernstein LLP

Dear Dr. Sims:

Thank you for calling on Parker Poe Adams & Bernstein LLP ("Parker Poe" or "Firm") to provide **Bibb County School District** with legal representation. The purpose of this letter is to confirm the terms of this engagement. Our representation will commence upon receipt of a copy of this letter signed by you acknowledging our mutual understanding.

CLIENT

As discussed, our client in this matter will be **Bibb County School District** ("Client"). Unless specifically requested and agreed in writing, the Firm will not represent any other entity or individual related to Client, such as a parent corporation, subsidiaries, affiliates, shareholders, partners, members, officers, directors, employees or other individuals associated with Client. Client agrees it will not share with the Firm any confidential information about any related entity or individual.

SCOPE OF ENGAGEMENT

Client has requested, and Parker Poe has agreed to provide, legal representation and advice in connection with **Interim General Counsel services** ("Engagement"). We will provide comprehensive legal services as requested by the District. The terms of this letter will apply to any expanded scope of legal services (including work on additional, unrelated matters), unless superseded or supplemented by a written agreement signed by Client and the Firm.

FEES AND EXPENSES

I will have supervisory responsibility for this Engagement. Other individuals, including associates, counsel and paralegals, may be called upon from time to time as necessary to accomplish various tasks that will be required. Fees and expenses to be charged for legal services

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are described in the attached Standard Terms of Engagement. Hourly rates vary according to the experience of the professional. Because we are sensitive to legal costs, it is our practice to assign work to attorneys with billing rates consistent with the level of skill and experience required to perform the work. Current billing rates for the individuals expected to work on this Engagement are as follows:

Timekeeper Title	Rate
Partners	\$ 350.00 / hour
Counsel & Senior Associates	\$ 325.00 / hour
Associates & Special Counsel	\$ 300.00 / hour
Paralegal & Lit Support	\$ 175.00 / hour

Those rates will increase 3% on an annual basis (October 1) to account for growth of legal needs, cost of living, and inflation unless otherwise agreed upon by us. Unless instructed otherwise, we will direct our invoices to **Eric Bush, Chief Financial Officer** at **Bibb County School District, 484 Mulberry Street, Macon, GA 31201.**

WAIVER OF FUTURE CONFLICTS OF INTEREST

Parker Poe represents many different clients. It is possible that some of the Firm's current or future clients will be involved in transactions, disputes or other legal matters that involve Client, either during or after this Engagement. Client agrees that the Firm may continue to represent and may undertake in the future to represent existing or new clients in any matter that is not substantially related to this Engagement, even if the interest of such clients in other unrelated matters may be directly or indirectly adverse to Client. The Firm agrees, notwithstanding Client's consent to prospective conflicting representation described in the preceding sentence, that we will not use or disclose Client's confidential information to your disadvantage, except as permitted or as required by the Rules of Professional Conduct. This advance waiver is designed to protect the rights and interests of the Firm's clients, including you, in their choice of counsel by ensuring that the Firm remains available to represent its clients over time, even as new clients engage the Firm.

IN-FIRM PRIVILEGE CONSENT

From time to time, issues arise relating to legal ethics or our duties under the Rules of Professional Conduct that apply to lawyers. These might include, for example, conflict of interest issues, or issues raised because of a dispute between us and a client over the handling of a matter. Typically, when such issues arise, we seek advice from the Firm's General Counsel. We consider such consultations between Firm personnel and the Firm's counsel to be confidential and protected by the attorney-client privilege. We believe it is in our clients' interest, as well as Parker Poe's interest, that when legal ethics or related issues arise during a representation, we seek private consultation and analysis of our obligations. Accordingly, Client agrees that if we determine in our discretion during the course of the representation that it is either necessary or appropriate to consult with the Firm's General Counsel or outside counsel, we have Client's consent to do so and that our representation of the Client shall not, thereby, waive any attorney-client privilege that Parker Poe may have to protect the confidentiality of communications with its own counsel.

ELECTRONIC COMMUNICATIONS

It is likely that during the course of this engagement we both will use electronic devices and Internet services (which may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, and other technology) to communicate and share documents. Although the use of this technology involves some degree of risk that an unintended third party may "hack into" or otherwise access our confidential communications, we believe and, by signing this letter, you agree that the benefits of using this technology outweigh the risk of accidental disclosure. Just as we have policies and systems in place designed to make our electronic communications with you reasonably secure, it is equally important that you communicate with us in a manner that reasonably protects the confidentiality of information we share and any attorney-client privilege that may apply to our communications. This means that you should not use computers or other electronic devices, networks, or Internet addresses that are owned, controlled, or may be accessed by others, including but not limited to a hotel, library, airport, or Internet café, or a shared home computer, to send or receive confidential information to or from the Firm. Any device you use should be password protected and not accessible for use by any third party.

STANDARD TERMS

Client agrees to the Firm's Standard Terms of Engagement which are attached hereto and hereby incorporated as part of this engagement letter.

If this letter correctly reflects your understanding of the terms of the Engagement, please execute the letter on the signature line below. Please send a signed copy to me via email, and retain a copy for your records. For the sake of convenience, Client and Parker Poe agree that digital or electronic signatures exchanged by email have the same binding effect as original ink signatures.

We sincerely appreciate your calling on Parker Poe for legal representation and look forward to working with you on this engagement.

PARKER POE ADAMS & BERNSTEIN LLP

Sincerely,



Sherry H. Culves

SHC/jw

ACCEPTED BY:

BIBB COUNTY SCHOOL DISTRICT

By: _____

Dan A. Sims, Ed.D.

Bibb County School District
c/o Dan A. Sims, Ed.D.
January 6, 2025
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Title: Superintendent

Date:



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PARKER POE ADAMS & BERNSTEIN LLP

STANDARD TERMS OF ENGAGEMENT

1. Entire Agreement. The engagement letter, including these incorporated Standard Terms of Engagement ("Standard Terms"), constitute the entire understanding and agreement between the Client and Parker Poe regarding our representation of the client in the Engagement. Unless otherwise agreed, they supersede any prior understanding or agreements and any billing requirements, outside counsel guidelines or letters submitted to the Firm. The Client should review this document carefully and contact us promptly with any questions. In the event of a conflict between provisions of the engagement letter and these Standard Terms, the conflicting provisions in the engagement letter itself shall control.

2. No Fixed Fee/Estimates. Compensation for our services will not be a fixed fee with respect to all or any part of the Engagement, but rather a fee based primarily upon the time devoted to the Client's matter. Our hourly rates are subject to change on an annual basis. Our fees are based primarily upon time expended, but we also give consideration to the novelty and difficulty of the issues involved, the skill required to perform the task, the result obtained and any time constraints imposed by the client or by the circumstances. Any oral or written estimate of fees is only an estimate based upon preliminary information available at the time of such estimate. Actual fees and costs may vary from any such estimate. The Client agrees to pay actual fees and disbursements billed in accordance with these Standard Terms.

3. Disbursements and Expenses. In addition to the fees described above, the Client may be charged for disbursements and expenses, including, but not limited to, deposition expenses, witness fees, expert fees, travel expenses, express or overnight mail, delivery service, court fees, filing fees, data hosting fees (upon pre-approval) and other costs reasonably incurred on behalf of the Client. We will either advance such costs on Client's behalf or ask the Client to pay them directly or in advance, where appropriate. Any fees of expert witnesses or other professionals retained to assist in the legal representation may be billed directly to Client, who will pay such bills when incurred. We will not charge for online legal research, standard photocopying or printing costs, document scanning, faxes, or standard postage.

4. Payment of Statements. Unless we mutually agree in writing to a different billing arrangement, we will render monthly or other periodic statements indicating the current status of both outstanding fees and disbursements. These statements will be payable within thirty (30) days of the invoice date. If statements are not paid in full within thirty (30) days of the invoice date, the Firm reserves the right to impose a late payment charge of 1.5% per month from the date of the statement until paid in full. At the time of rendering a statement we may not yet have incurred or received all expenses related to the Client's matter. Therefore, it is possible that an expense will

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be billed to a Client after completion of the work. Questions concerning a statement rendered by the Firm should be directed to the attorney primarily responsible for the work or to the Firm's Chief Financial Officer. If it becomes necessary for collection steps to be undertaken to collect any of our fees or disbursements, the client will be responsible for payment of all related collection costs and expenses, including reasonable attorney's fees.

5. Client Trust Accounts. In order to comply with the Rules of Professional Conduct, we deposit all funds belonging to our clients into a trust bank account and we are obligated to account to our clients for the receipt and disbursement of those funds. Under current law and applicable Rules establishing a program known as Interest on Lawyers' Trust Accounts (IOLTA), our Firm trust account can earn interest. All interest earned on such an account must by law be used for public purposes. Under no circumstances may the Client, the Firm or any of its attorneys personally receive any of the interest earned from funds held in trust. Interest earned on such accounts is delivered by the depositing bank directly to the State Bar IOLTA foundation to be used by that foundation in the public interest.

6. No Guaranteed or Contingent Outcome. We cannot and have not made any guarantees or promises regarding the outcome of our professional efforts. Any statement or prediction about a possible outcome of a matter or the results achievable are an opinion only, are limited by our knowledge at the time they are expressed and should not be relied upon as a guarantee or promise of a certain outcome or result.

7. Communication. The Client agrees to cooperate with the Firm and to disclose accurately and completely all facts and documents that may be relevant to the Engagement or that may be requested by the Firm during the course of the representation. Upon request, we will share with the Client copies of pertinent correspondence, documents and other materials prepared or received by us in the course of the representation.

8. Marketing. The Client consents and agrees to the Firm's use of the Client's name in marketing and advertising materials, including the Firm's website. The Firm will not divulge confidential information about the Client or the Engagement.

9. Notice and Acknowledgment regarding Processing and Privacy. The Firm may collect, use, store, share, and process information including Personal Data and Sensitive Personal Data (the "Data"), as defined by the European Union General Data Protection Regulation 2016/679 ("GDPR"). If the Client is an individual protected by GDPR or if the client is an entity which collects Personal Data subject to the GDPR that you provide to the Firm (an "Entity"), signing this Engagement Letter constitutes notice to you and your acknowledgement that: (a) the Data is necessary for the adequate performance of any contract between the Client and the Firm, (b) the Data is provided for legitimate business purposes and to allow the Firm to comply with its legal obligations, (c) if an Entity, the Client has the lawful right to collect Data (which may include name, address, other contact information, gender, race, and other information) and to provide such Data to the Firm in connection with the Engagement, and (d) the Client has reviewed Parker Poe's Privacy Policy available at www.parkerpoe.com and the terms and conditions by which the Firm may process and/or transfer Data as well as the rights you may have regarding the Data.

11. Disclosure of Law-Related Services. Parker Poe Consulting is a separate and distinct legal entity from Parker Poe that provides law-related services, or services performed in conjunction with or related to the provision of legal services, through non-lawyers. In most cases,

law-related services involve government relations or economic development work on behalf of clients. Law-related services provided by Parker Poe Consulting are not legal services, do not involve the provision of legal advice and do not give rise to an attorney-client relationship. As such, the Rules of Professional Conduct applicable to lawyers, including conflict of interest rules, do not apply to Parker Poe Consulting and the law-related services it provides to its clients.

12. Termination. The Client may, at any time, terminate our representation upon written notice to the Firm. The Firm reserves the right to withdraw from representation as required or permitted by applicable Rules of Professional Conduct. If permission to withdraw is required by a court, the Firm will apply for such permission, and the Client agrees to execute any documents necessary to effectuate the withdrawal. Termination of the Engagement does not relieve the Client from the obligation to pay for all fees and expenses incurred during the Engagement.

13. Conclusion of Representation. Absent express notice of termination, the Engagement shall conclude upon completion of the Firm's work on the matter, as measured by the date of the last billed time entry related to the Engagement. Upon conclusion of the Engagement, the attorney-client relationship ends, unless the Client engages the Firm to work on new matters.

14. Retention and Disposition of Documents. Upon request, the Firm will return to Client its original documents or other property delivered to the Firm during the course of the Engagement, but the Firm reserves the right to retain copies of any documents we deem appropriate. Otherwise, the Firm will retain the Client's file, including any documents the Firm has received or created on behalf of the Client, in electronic form for a period of ten (10) years from the conclusion of the Engagement. Thereafter, the Firm may dispose of all retained records without further notice to the Client, unless the Client and the Firm agree to other arrangements. One exception to the Firm's ten (10) year retention policy is documents exchanged during discovery in the course of litigation. Any such discovery documents, including documents received from the Client for purposes of responding to discovery or documents produced by another party in litigation, will be retained by the Firm in electronic form for a period of four (4) years from the conclusion of the Engagement, and thereafter may be disposed of without further notice to the Client, unless the Client and the Firm agree to other arrangements.

15. Binding Arbitration. All controversies or disputes arising out of or related to the Engagement, the services provided by the Firm to the Client, or the interpretation, performance or breach of the terms of the engagement letter or these Standard Terms – including any claim for legal malpractice or claim involving recovery of fees and expenses – shall be resolved by binding arbitration. This arbitration contract is made pursuant to a transaction in interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration proceedings shall be conducted pursuant to the Commercial Rules of the American Arbitration Association then in effect. Unless the Firm and the Client agree otherwise, the panel of arbitrators shall consist of three (3) lawyers each with at least ten years of experience serving as an arbitrator. Unless otherwise agreed, the place of arbitration shall be Atlanta, Georgia. Judgment upon any arbitration award rendered in accordance herewith may be entered in any court having jurisdiction thereof. Any information disclosed in relation to any such controversy or arbitration is strictly confidential. Such information shall not be disclosed to any third party without the consent of the other parties to the controversy, except disclosure to an outside attorney or accountant engaged by the disclosing party for the purpose of advising about or enforcing the disclosing party's legal rights; provided that such outside advisors agree to maintain the

confidentiality of such information. Further, given the likelihood that any such controversy may involve information subject to legal privilege, including the attorney-client privilege and the attorney work product doctrine, and in order to protect all such applicable legal privileges, the Client the Firm shall use reasonable efforts to agree on a protective order, and to request that it be entered as an order of the arbitrator(s) in any arbitration proceeding. By signing this engagement letter, CLIENT ACCEPTS BINDING ARBITRATION AND WAIVES ANY RIGHT TO FILE AN ACTION AND REQUEST A JURY TRIAL IN STATE OR FEDERAL COURT. Before agreeing to arbitration, Client has the right to consult with independent counsel.

16. Choice of Law. Except for the agreement to arbitrate disputes, which shall be governed by the Federal Arbitration Act, the relationship between Client and the Firm, including the validity, construction and enforceability of this engagement letter and these Standard Terms, shall be governed in all respects by the law of the State of Georgia, without regard to conflict of law principles.