



Guidelines for Outside legal counsel The DeKalb County School District

Purpose and Goals

The DeKalb County School District’s Chief Legal Officer (“CLO”), assisted by DCSD’s attorneys and legal staff, is responsible for managing and overseeing all legal matters arising from or pertaining to the operations of the DeKalb County School District (“DCSD” or the “District”). The purpose of these Guidelines is to set forth general principles governing the retention of outside legal counsel by DCSD and standards for legal services provided to the District by outside legal counsel.¹ The DCSD Office of Legal Affairs (“OLA”) expects a cooperative and collaborative relationship with outside legal counsel with the goal of serving the District’s mission in the most ethical, effective and cost efficient manner possible.

Guidelines

These guidelines provide principles to be followed by outside legal counsel. Where outside legal counsel may consider it necessary to depart from these principles, they must first obtain permission from the DCSD Chief Legal Officer or the DCSD attorney assigned to the matter. At the beginning of an engagement, the DCSD attorney who is to be consulted on all substantive aspects of the representation will be identified.

1. Only the Superintendent, the CLO or the DCSD Board of Education may retain outside legal counsel on behalf of the District. Unless otherwise approved by the CLO, all communications from outside legal counsel with District employees must be through or jointly with the CLO and/or the DCSD attorney assigned to the matter.² Where an outside lawyer is given permission to communicate directly with a District employee on a specific matter, a DCSD lawyer must be copied on all emails and correspondence.

¹ In accordance with DCSD Board Policies, the DCSD Board of Education (“BOE”) has utilized a Board Attorney or General Counsel. Attorneys working in the capacity of Board Attorney or General Counsel and who are retained to provide legal advice to the DCSD BOE shall comply with the Board Policies pertaining to Board Attorney and/or General Counsel.

² Legal Advice to the DCSD BOE on BOE-related legal matters by the Board Attorney or General Counsel (excluding DCSD litigation, DCSD legal matters or legal advice to District Staff) does not need to be shared with the CLO or DCSD attorneys unless otherwise directed by the DCSD BOE or Superintendent.

2. The CLO determines the scope of outside legal counsel's role and seeks outside legal counsel who works collaboratively with the OLA. We expect outside legal counsel to consult with the CLO and/or DCSD supervising attorney on all aspects of the representation, such as strategy, tactics and staffing.
3. Where a firm is engaged by the OLA on a regular basis, we expect that the firm will provide a mutually agreed to relationship partner who, will be knowledgeable about and coordinate the representation of DCSD by the firm. This includes assuring that each lawyer involved in DCSD assignments is aware of other assignments (past and current) handled by the firm that might bear on the lawyer's work, reviewing bills for accuracy and fairness before they are sent to DCSD and serving as a person to whom the CLO can go if there are any concerns about the representation.
4. Outside legal counsel should acknowledge all legal assignments in a written letter. Such acknowledgment should include a cost estimate to accomplish the assignment. We realize that with some matters, particularly litigation, it can be difficult to provide estimates. In significant matters, estimates may be given for various stages of a matter.
5. Unless otherwise agreed to, copies of all briefs, pleadings, motion papers, correspondence, work product and internal memoranda of law relating to DCSD matters must be provided to the designated DCSD counsel assigned to the matter. Copies of correspondence and all documents received from opposing counsel or counsel for other parties should also be provided to the designated DCSD counsel assigned to the matter. The DCSD counsel should be provided the opportunity to review draft legal papers prior to filing or otherwise sending them out unless he/she explicitly agrees otherwise.
6. In litigated matters, the use of alternative dispute resolution such as mediation and arbitration should be actively considered and reviewed with the assigned DCSD counsel. No settlement offers in litigated or non-litigated matters may be made without prior authorization of the DCSD Board of Education and/or Superintendent (as required) along with proper advance notice to the CLO or assigned DCSD counsel.
7. Outside legal counsel may not make public statements or comments to the media concerning DCSD legal matters unless specifically authorized by the DCSD Board of Education, the Superintendent or the CLO.
8. Outside legal counsel may not consult with government officials or lawyers about DCSD matters, even on an anonymous no-name basis, unless specifically authorized by the DCSD Board of Education, the Superintendent or the CLO.

9. We require all information outside legal counsel learns about DCSD in the course of representing DCSD to be treated as strictly confidential. This includes, for example, not responding to inquiries, including from other lawyers in the firm who are not representing DCSD, about what the approaches or philosophies of DCSD or its personnel are with respect to matters or settlements.
10. Outside legal counsel agrees that in-house counsel in the DCSD OLA, and those working under their direction, enjoy the privileges (including attorney-client and work product privilege) and immunities of counsel as governed by U.S. and Georgia law without regard to choice of law provisions. Outside legal counsel further agrees that actions and positions it takes will support, to the greatest extent legally appropriate, the privileges and immunities of in-house counsel in DCSD OLA and those working under their direction, unless the CLO consents otherwise.
11. The CLO never provides prospective waivers of conflicts or potential conflicts of interest. Requests for waivers of any conflicts of interest will be considered by the CLO only on a case-by-case basis. All such waivers must be in writing (email is acceptable). In no case will a waiver be granted for a firm to be in an adversarial position to DCSD in any litigated or contested matter before any court, administrative agency or ADR body. Where a waiver is given, we expect that the firm will, unless we expressly agree to the contrary in writing, maintain an ethical wall so that lawyers involved with DCSD matters are not involved in the representation constituting a conflict or potential conflict of interest and the lawyers involved with DCSD maintain the confidence of DCSD as set forth in “9” above vis a vis the lawyers in the firm that are or may be adverse to DCSD.
12. Billing:
 - (a) Bills should clearly identify the attorney performing the task and identify the specific task performed. For traditional hourly billing, as a not-for-profit governmental organization, the DCSD expects a discount from the firm’s customary rates in an amount not less than the highest discount the firm provides to other not-for-profit organizations that are not pro bono clients. Billing should be by one-tenth hour. DCSD looks favorably on alternatives to traditional hourly billing such as task-based and fixed fee arrangements, and law firms that employ such arrangements. Outside legal counsel should be open to accepting or proposing such alternative arrangements. If hourly rates are used, the rates are fixed for the duration of the assignment and may never exceed the hours worked on DCSD matters times the applicable hourly rates.
 - (b) Lawyers assigned to a matter must be identified at the start of the engagement. Unless otherwise approved by the CLO, no more than

two lawyers should be assigned to a matter. If, during the course of a matter, a lawyer must be substituted or added, the DCSD should not be billed for the time spent by the new lawyer “getting up to speed.”

- (c) No more than one lawyer should bill for an in-office conference. Unless otherwise approved by the CLO, only one lawyer should bill for attendance at depositions, court appearances, negotiation sessions, meetings or settlement conferences.
- (d) Billing for preparation for internal firm meetings should be avoided. Billings should identify the internal DCSD contact requesting the work. Multiple lawyers within the firm should generally not bill for review of the same document unless a partner is reviewing the work of an associate. Multiple attorneys billing for preparation of the same report should be avoided. Billing for review of internal reports or memoranda of other attorneys within the firm should be avoided.
- (e) Billings for deposition appearances should reflect the start and end time for the deposition.
- (f) Billing for travel time should be identified as “travel time.” Billing for local travel time and for travel to and from the offices of DCSD is prohibited.
- (g) There should be no billing for summer associates, legal interns or time spent by paralegals or assistants on “file maintenance” or “file organization” or the like except in actual preparation for a scheduled hearing or trial.
- (h) Invoices should be sent on a monthly basis, within the first ten (20) days of the following month and should be transmitted via e-mail to the Chair of the DCSD Board of Education, the DCSD Superintendent and the CLO (or its designee) in adobe.pdf format. All bills must be approved by the Board Chair, the Superintendent and the CLO. All monthly billings should be included on the invoices for the prior month. Late submitted invoices or billings for periods other than the prior month may be rejected. Previously submitted invoices should not be resubmitted in subsequent billings unless specifically requested by the Board Chair, the Superintendent or the CLO.

13. Expenses:

- (a) DCSD will reimburse the firm for actual ordinary and necessary expenses other than expenses related to local travel. Air travel must be coach class. We expect that good judgment will be exercised, particularly with respect to meals, hotels and other expenses.

- (b) Photocopying will be reimbursed at actual costs, expected to be no more than ten cents per page and faxes at no more than twenty-five cents per page. Any extensive computerized legal research (in excess of \$500.00 per month) must be approved in advance by the CLO or assigned DCSD counsel.
 - (c) The retention of outside consultants, vendors or experts, and their rates of compensation, must be approved in advance by the CLO.
 - (d) Overnight delivery services (e.g., UPS, FedEx) and hand delivery should be used only when necessary for time-sensitive matters or imminent deadlines.
14. Training of DCSD Personnel.
- (a) Training of DCSD personnel must be approved in writing by the CLO or a designated member of the DCSD in-house legal team in advance of any scheduled training.
 - (b) Outside counsel shall submit a budget for any proposed training of DCSD personnel which must be approved in advance of the training by the CLO or a designated member of the DCSD in-house legal team.
 - (c) Outside counsel must submit copies of all written materials or presentations to be presented at any training of DCSD personnel to the CLO or a designated member of the DCSD in-house legal team in advance of any scheduled training for review and approval.