

December 4, 2025

H. Eric Hilton
Chief Legal Officer
DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Re: 2026 Engagement Agreement for Legislative Lobbying

Dear Chief Legal Officer Hilton:

Thank you for choosing Dentons US LLP ("Dentons") to represent you in the matter described below.

Our Client: The purpose of this Engagement Letter, as well as the associated Terms of Business ("Terms"), is to set forth the Engagement Agreement by which Dentons will represent DeKalb County School District ("DCSD").

Terms of Business: Attached is a copy of our Terms that shall be applicable to all representations of the client unless specifically agreed in writing otherwise.

Scope of Services:

- Assist the DeKalb County Board of Education ("hereinafter "Board") members develop and then lobby for the Board's legislative agenda
- Assist in building coalitions to support and lobby for legislative agenda items with statewide impact, such as full and equitable QBE funding
- Coordinate meetings during the legislative session for the Board and Superintendent with The DeKalb House and Senate Delegations
- Coordinate meetings during the legislative session for the Board and Superintendent with key members of the General Assembly
- Monitor and review the introduction of legislative and budget items introduced at the

General Assembly with potential impact on DCSD

- Oppose legislation that would negatively impact DCSD
- Monitor key committee meetings at the General Assembly, and coordinate testimony from the Board or DCSD staff as appropriate
- Provide weekly written legislative updates to the Board and Superintendent
- Provide update at Board meetings as requested
- Monitor, attend and lobby study committees and other meetings of interest during the interim between legislative sessions

Billing and Payments:

Fees, charges and expenses shall be billed monthly unless otherwise specified in this Engagement Letter. DCSD will promptly review Dentons' invoices, raising any questions regarding the amounts and items billed within thirty (30) days of presentation and pay all amounts billed consistent with this Engagement Letter.

DCSD shall have the right to terminate this engagement at any time, subject to payment of any final billing. Conversely, Dentons also has the right to withdraw from the engagement, except to the extent limited by applicable law or rules of professional conduct.

Our Team and Charges: I, along with Edward Lindsey, will be primarily responsible for this matter, and will call upon others on our state government affairs team for their assistance on an as-needed basis. Our fees will be billed hourly for time devoted to this matter on a not-to-exceed \$12K per month for the period of January 1, 2026 to December 31, 2026. Our representation of you may also involve costs, which are reviewed in the Terms.

Conflicts. Our Terms include provisions regarding conflicts.

Please indicate your agreement to the Letter and Terms by executing a copy of this Letter in the space provided below and returning it to the Firm. A copy delivered via email, or executed through Docusign is as acceptable as an original. We appreciate prompt receipt of an executed copy, but the terms of this Engagement Letter and the Firm's Terms of Business apply to any work commenced on your behalf regardless of when and whether we obtain receipt of your signature. Of course, please contact me if you have any questions about anything in this Letter or the Terms, or with respect to any aspect of our representation of you.

Again, we are very pleased to have this opportunity to be of service and to work with you again.

Sincerely,

Dentons US LLP



By: _____
Thurbert E. Baker
Partner

Enclosure: Terms of Business

cc: Deirdre P. Pierce
Board Chair – District 3
Dr. Norman C. Sauce III
Interim Superintendent

Agreement and Acceptance

The undersigned hereby acknowledges and agrees that he or she has reviewed and understands the terms and conditions of this Letter and the Terms. The undersigned further agrees and accepts these provisions, including, but not limited to, all disclosures regarding conflicts of interest, and hereby waives any conflict or potential conflict of interest as set forth therein.

DeKalb County School District

By: _____
H. Eric Hilton
Chief Legal Officer

Terms of Business

Dentons US LLP

July 2025

Welcome to Dentons.

Dentons and You

1. The accompanying Engagement Letter ("Letter") identifies our only client(s) in this matter ("you" and "your"), as well as any specific limitations on those that may instruct us, and the scope of our representation of you. Except as provided in the Letter, we do not represent any other persons or entities, including any of your owners, subsidiaries, or other affiliates. Our advice and work are provided solely for the benefit of our client(s) identified in the Letter which, together with these Terms, form our Engagement Agreement ("Agreement") with you, and applies as soon as we start acting on your instruction, regardless of when and whether you sign the Letter.

2. The partners of Dentons US LLP also are partners of Dentons United States LLP, which is the US Region member of Dentons Group (a Swiss Verein), whose members and their respective subsidiaries, affiliates and related entities (each, a "Dentons Legal Practice," and, collectively, "Dentons") provide legal and related services around the world. The identity of each Dentons Legal Practice providing legal services in a particular location may be found at [dentons.com/legal-notices](https://www.dentons.com/legal-notices).

3. The Agreement is between you and the specific Dentons Legal Practice named in the Letter only ("we", "us", or "our") and not with any other Dentons Legal Practice; any individual partner, employee, or agent; or any other Dentons entity.

4. Other Dentons Legal Practices outside the US Region represent clients, including entities and individuals that may enter into transactions or have disputes with you or your related

entities. Unless otherwise agreed in writing, you agree that Dentons' representations in other countries do not conflict with our representation of you in this country, and that you will not assert that Dentons Legal Practices in other countries are precluded from representing those entities and individuals.

5. We may involve different Dentons Legal Practices, within or outside the US Region, or others to help with your matter. Unless we state otherwise, we will remain responsible for reporting to you and invoicing for all the work performed on the matter. In such circumstances, you agree to your data and documents being disclosed and that we may pay or apportion part of our fees and costs for the work in a manner that may be considered a referral fee in some jurisdictions.

Our Working Relationship

6. Effective representation requires open and honest communication throughout our relationship. We need you to give clear and timely instructions, provide relevant information and documents, and make yourself available for consultation.

7. Generally, communications between a lawyer and client regarding legal advice are privileged and confidential. You may jeopardize these protections by disclosing our communications to others. You agree we are under no duty to disclose to you or use any information that is confidential to another client or any other person.

8. We may communicate with you through various forms of electronic communications. While we take great care to protect our communications from

unauthorized access, viruses and other associated risks, we cannot guarantee their safety and security. We recommend that you use secure platforms for communication and collaboration with us, and we discourage use of unsecure third-party services. Where you choose to use such services, you accept the risks of unauthorized access and indemnify and hold us harmless if the security of such communications are breached.

9. You should carefully check for any insurance policies that might relate to the work we do for you, and notify your insurers promptly to protect your rights. Unless you provide copies of these policies to us and we commit to advise on them in the Letter, you agree we are not responsible for advising you about the existence or applicability of any insurance coverage.

Advance Clearance of Conflicts

10. We represent a wide variety of entities and individuals, some of whom may be in your sector or industry or, for instance, may be your borrowers, investors, shareholders, creditors, or other parties with legal interests in a business transaction (e.g., mergers and acquisitions, financings, investments and negotiation of commercial agreements), litigation, bankruptcy, insolvency, administrative or regulatory proceedings, lobbying or other matters, which may conflict with yours. As a condition of our representation of you, you agree that, without further consent or notice, we may represent other clients in such matters, and you will not seek to disqualify us from such matters, even if they are directly adverse to you, as long as: (1) those matters are not substantially related to our representation of you; (2) we screen our

lawyers and professionals who have your confidential information that may be relevant to such matters from any involvement in the adverse representation; or (3) we conclude that such other representation will not conflict with our professional responsibilities to you. Of course, we will not use any confidential information received from you in any way inconsistent with our professional responsibilities. By signing the Letter, you consent that we may be adverse to you on behalf of other clients as described herein, and acknowledge that you had the opportunity to seek the advice of independent counsel. If this waiver is not effective for any reason, you agree that we may withdraw from our representation of you and you will not oppose such withdrawal. In such event, you would need to retain new counsel at your expense.

Fees and Costs

11. Our billing rates are set out in the Letter, but may be adjusted from time to time. You will be charged the rates in effect at the time services are performed.

12. We may charge and you agree to pay for costs including travel, delivery services, imaging, printing, court fees, auditing and assurance services, and other expenses. For items we purchase in bulk or through fixed fee arrangements, such as computerized research, technology and support services, we will charge you a rate reasonably apportioned to you. You agree to pay costs to any third parties retained by us on your behalf, including experts, consultants and local counsel. In some circumstances, we may advance costs on your behalf and you agree to reimburse us within 30 days. We may not hold originals of receipts for costs, which may be available only in electronic form.

13. Any estimate creates neither a floor nor a ceiling on your obligation to pay. Actual fees and costs may deviate significantly. We undertake no obligation to update a prior estimate.

14. Our fees and costs, as well as those of any other Dentons Legal Practice or third parties, exclude any sales, services, use, excise, transfer, value-added or similar taxes. Those taxes will be included in our invoices and are payable by you. If you or another payor is required to make any deduction when paying our invoices, you must increase the overall payment so that we receive a net sum equal to our full invoiced amount.

15. Our policy is to bill monthly, except that we reserve the right to issue an interim bill and to change the frequency of billing and the time for payment. If you disagree with any invoice, please contact us immediately; otherwise we will understand that the invoice is agreeable to you. Our invoices are payable when delivered on the terms set forth therein, and you remain responsible for paying them even if you have an arrangement with a third party payor for payment. If full payment is not received when due, we reserve the right to suspend services, terminate our representation, withdraw, charge reasonable interest, and hold you responsible for any collection costs, including reasonable attorneys' fees.

16. In adversarial proceedings, you agree that as of 90 days before any scheduled trial or arbitration date (or a later time that we may make such request), all fees and costs incurred up to that point will be paid and you will either provide us with a deposit (or augment any existing deposit) or make another satisfactory arrangement to ensure payment of all fees and costs estimated to be incurred from that point through the end of trial or arbitration.

Privacy and Data Protection

17. Anti-money laundering, anti-bribery, antiterrorist and similar laws may require compliance with client identification, verification, and other rules. We may not be able to represent you until we have all the information we need for these purposes.

18. Dentons is committed to ensuring the privacy and confidentiality of personal data disclosed to us in the course of our work for you. We will handle personal data you send to us about you, your employees, agents, contractors or other individuals in accordance with data protection and privacy standards equivalent to or higher than those required by applicable law. We may transfer such data between locations in order to provide legal services to you.

19. Where we process personal data as provided above we do so as a data controller and we ultimately take responsibility for carrying out the data in compliance with applicable data protection and privacy laws. An overview of the categories of personal data we collect and how we use it is provided in the Privacy Policy that you may find at www.dentons.com. You confirm to us that, to the extent reasonable, you will communicate this Privacy Policy to any individuals whose

personal data you provide to us. Any personal data supplied by us to you about our employees and/or any other individuals may only be used for the expressed purposes for which that information is provided to you.

Financial Crime and Regulations

20. Under the Corporate Transparency Act, certain entities that are formed under the laws of a foreign country and have registered to do business in any US State or Tribal jurisdiction may be required to file reports with the government concerning their beneficial owners and other related information regarding the entity. In addition, similar reports may be required by the laws of certain US States, including with respect to entities formed under the laws of a US State. While these reporting obligations may apply either to you (as an existing entity) or to an entity formed or qualified to do business in the United States in connection with our representation of you, you agree that we will have no obligation to prepare or file such reports on your behalf unless we specifically agree to do so. In addition, we shall have no obligation to update any such reports, even if we agreed to file the initial report, unless we specifically agree to do so. If we agree to update the required report, you will remain responsible for promptly informing us of any changes that require updated reporting. If we agree to file reports on your behalf, you represent that all information you provide to us for filing shall be accurate in all respects and you acknowledge that we will have no obligation to verify such information independently.

21. We do not tolerate bribery or corruption. In some jurisdictions, the law may require reporting of knowledge or suspicion that certain criminal offenses have been committed, regardless of whether a client or third party committed the offense. In these circumstances, we may not be able to discuss these reports with you because of those restrictions and we may have to stop acting for you. You agree that we are not responsible for any adverse impact you may suffer as a result of compliance with these laws and regulations.

22. Our anti-money laundering, anti-bribery, anti-terrorism and sanctions policies may require us to carry out due diligence on our clients and, where applicable, anyone who instructs us on the client's behalf, and review that due diligence on an ongoing basis. These policies are in compliance with the

various laws and rules applicable in the locations in which we operate and also based on our risk assessment. These policies may apply to you and any individuals who instruct us on your behalf and we may not be able to represent you (or continue to represent you) until we have all of the information we need for these purposes. We will process any such information in accordance with any applicable laws.

23. We follow all applicable governmental sanctions requirements. We may not be able to receive payments from certain countries or we may be required to make report of such payments. You agree to inform us immediately if you or your directors, officers, shareholders or beneficial owners are, or become, subject to sanctions or are located or resident in a sanctioned location, and agree that in such a case we may terminate our representation of you.

Files and Documents

24. We may maintain a client file relating to our representation of you. Absent legal requirements or written agreement with you to the contrary, we may dispose of the client file and other records relating to our representation of you seven years after we last performed work on the matter without further notice to you. Documents containing our work product, mental impressions, notes, drafts and emails will not be considered part of the client file. Following written request and payment for involved costs, we may provide a copy of the client file to you.

25. If we use or prepare a translation, you should be aware that words and legal concepts used in one language may not have equivalents in another. You should not assume that any translation replicates the original text.

General

26. While we will exercise reasonable care and skill in all matters undertaken by us, we do not guarantee any particular outcome. Our professional fees and your obligation to pay for them in full are not dependent or contingent upon the business or commercial outcome of your matter. We shall also not be providing, obtaining or reviewing on your behalf any non-legal advice (such as business, commercial, financial, technical, insurance, accounting, broking, actuarial, environmental, or information technology) or technical matters (such as engineering specifications or financial calculations), except where we

expressly agree to do so. Where documents that we draft, or on which we comment, include provisions covering such matters, you should review those provisions, or arrange for other qualified advisers to do so, to satisfy yourself that they meet your commercial objectives. Further, except where we expressly agree to do so in writing, our representation will not include patent, trademark or copyright annuity, maintenance, renewal or any similar fee tracking or payments.

27. Any advice provided by us is our opinion only, based on the facts known to us and on our professional judgment, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.

28. Our advice relates only to each particular matter on which you engage us. Once that matter has concluded, we will not owe you any duty or liability with respect to any related or other matters unless you specifically instruct us in those related or other matters.

29. If we are acting for more than one person or entity on your matters, you agree that we can accept instructions from any of you, unless otherwise agreed in writing. We may terminate the Engagement Agreement where, in our sole opinion, there is or may be a conflict of interest between any of you, or if we would otherwise be obliged to act in a manner contrary to the interests of one of you. By entering into the Engagement Agreement, you each agree to immediately notify us if there is any dispute or a conflict of interest which arises between you while we act for you. Your liability to us under our Engagement Agreement is joint and several. You may request us to apportion any bill between you, but this will not affect your joint and several liability to us.

30. We are sometimes asked for information about our experience. You consent to our disclosure that you are a client, as well as a general description of our work for you.

31. You will not refer to our advice in connection with any financial statement or public document unless otherwise agreed in writing.

32. The Engagement Agreement cannot be modified by any policies, procedures, guidelines, correspondence, or other document from you unless otherwise agreed to in writing by a partner of this Dentons Legal Practice. If there is a

conflict between these Terms and the Letter, the provisions of the Letter control. If any part of the Engagement Agreement is held to be illegal, invalid or unenforceable, it shall not form part of the agreement and the balance shall remain enforceable and shall not be affected.

33. We do not intend any of the Terms to be enforceable by any person who is not a party to the Engagement Agreement. We do not require consent from third parties to rescind, vary, waive, assign, novate or otherwise dispose of all or any of our respective rights or obligations under the Engagement Agreement.

Conclusion of Representation

34. You may terminate our representation of you at any time for any reason. We may terminate our representation of you at any time, consistent with our ethical obligations. We expressly reserve the right to stop acting for you, and you expressly consent to our right to terminate, if you fail to pay for amounts invoiced or requested on account for prospective fees and costs. You remain responsible for paying fees and costs related to work performed before the end of the representation, and we will not be liable for any resulting loss.

35. If not terminated otherwise, our representation of you will end when we have completed the services described in the Letter; send our final invoice; or, unless otherwise agreed in writing, after six months of furnishing no billable services to you, whichever occurs sooner without further written confirmation. Any new representation will require a new signed Engagement Letter, notwithstanding any communications or administrative actions after that period.