WMD WILSON MORTON & DOWNS LLC
ATTORNEYS AT LAW

November 10, 2026

VIA HAND DELIVERY ONLY
Dr. Gyimah Whitaker, Superintendent
The Board of Education of the City of Decatur
125 Electric Avenue
Decatur, GA 30030

Re: General Counsel Agreement for Superintendent and Administration of the City Schools of Decatur

Dear Dr. Whitaker:

We appreciate your confidence in choosing our Firm to serve as general counsel on behalf of City Schools of Decatur (the "District"). We wish to formalize that representation through this engagement agreement.

As agreed to by the Board at the November 10, 2026 board meeting, this agreement will run from January 1, 2027 through June 30, 2028. Our services will include assisting the Superintendent and the Administrative staff on a day-to-day basis with any and all legal problems that arise in the normal course of business including, but not limited to, special education matters, human resources matters, contract review, student discipline matters, and open records requests; handling matters of general litigation in state and federal courts, administrative proceedings, etc.; assisting the Superintendent or the Administration with property and construction matters; representing the Administration before the Board in matters where the Board sits as a tribunal; and handling any appeals therefrom to the State Board of Education and to the Superior and Appellate Courts. Additionally, we would serve as general counsel and legal advisor to the Superintendent and the Administrative staff by providing legal counsel on any matter referred to us by either the Superintendent or the Administration. However, from time to time, matters might arise where we need to recommend outside counsel with a specialty in the area of law at issue.

Our services under this agreement shall be provided exclusively to the Superintendent and the Administrative staff. We will not provide direct legal representation or legal services to the Board, and we will not attend Board meetings or executive sessions, unless specifically requested in connection with pending litigation as set forth herein. Notwithstanding the foregoing, we will, upon request, provide the Board with periodic status updates, progress reports, or project summaries, regarding the status or progress of litigation matters that Wilson, Morton & Downs, LLC is handling on the District's behalf. For the avoidance of doubt, all other requests for information or communications with the Board shall be through the Board's separate legal counsel.

In all litigation matters, we would seek to secure coverage for expenses through the District's insurance. The rate on such litigation would be negotiated separately by us with the

insurance company. In some instances, the insurance company might choose to use their own designated counsel, in which case we would work with them to whatever extent requested by the insurance company or as directed by the Superintendent.

I will have supervisory and primary responsibility for this Engagement. Other individuals, including partners, associates, counsel, and paralegals, may be called upon from time to time as necessary to accomplish various tasks that will be required. It is understood and agreed that our services will be billed at a rate of $300 per hour for all attorneys, which is a courtesy reduction of our standard hourly rates which range from $355 for associates to $450 - $585 for partners. Any paralegal work will be billed at $130 per hour.

The District will be billed on a monthly basis for services rendered on its behalf. Payment shall be due within thirty (30) days of the date of invoice. In addition to the above- described hourly rates, the District will bear all costs, if any, directly incurred in connection with this matter, such as travel expenses, including mileage at the standard federal rate, stenographic services, copying charges, courier services and the like. These costs will be itemized on the monthly bills.

Please feel free to raise any questions that you may have with respect to the monthly statements. However, any specific complaint regarding any monthly statement should be made in writing within thirty (30) days from the date on the statement. If you do not do so, you will be deemed to have waived the right to challenge the propriety of and/or the charges made for legal services and expenses itemized on the statement.

Since this letter agreement constitutes an obligation for the payment of money arising out of a transaction to furnish services, and is, therefore, a "Commercial Account" as specifically provided for in O.C.G.A. § 7-4-16, interest shall be due and payable on all outstanding amounts forty-five (45) days or more after the date each statement of account is rendered at the monthly rate of one and one-half percent (1-1/2%).

While we agree to use our best efforts to represent the District, you understand that Wilson, Morton & Downs, LLC has given no assurances or warranties regarding the outcome of any particular matter. We hope our legal service will be entirely satisfactory to you.

Our firm will hold file information pertaining to this matter for a period of at least ten (10) years following the conclusion of the matter. At the expiration of that period, all material in the file will be destroyed according to the firm policy. If you would like a copy of any of the material in the file before it is destroyed, please contact our office before the ten (10) year expiration date for your file to make arrangements. In that event, we may charge you a nominal fee for copying costs. This firm may use cloud computing in the course of its operations, and your signature below indicates your consent thereto.

This agreement constitutes the entire agreement and understanding between the parties and supersedes and replaces all prior and contemporaneous agreements, contracts, understandings, negotiations, and arrangements, whether written or oral, between the parties relating to the provision of legal services by Wilson, Morton & Downs, LLC. In the event of any conflict or

inconsistency between this agreement and any prior agreement between the parties, the terms and conditions of this agreement shall control.

I would appreciate your executing this letter and returning it to me to indicate your agreement with the engagement arrangement. If you have any questions, please do not hesitate to contact me. We look forward to working with you.

Sincerely,

Robert E. Wilson

THE ABOVE IS UNDERSTOOD,
ACCEPTED AND IN ALL RESPECTS
AGREED TO:

_____
Dr. Gyimah Whitaker, Superintendent
The Board of Education of the City of Decatur

By authorization of the Board of Education of the City of Decatur
and on behalf of the Administration of the City Schools of Decatur

_____
Date