



WILSON MORTON & DOWNS LLC
ATTORNEYS AT LAW

March 16, 2016

VIA EMAIL ONLY
dwhisenhunt@gmail.com

Mr. Dan Whisenhunt
Decaturish

RE: Open Records Act Request to City Schools of Decatur

Dear Mr. Whisenhunt:

This law firm represents the City Schools of Decatur ("CSD") and we have been asked to respond to your Open Records Act request dated March 11, 2016.

You requested a copy of the engagement letter or any contracts the school system signed with the independent reviewer in the Susan Riley investigation.

Please see the attached responsive public record.

Sincerely,

WILSON, MORTON & DOWNS, LLC

A handwritten signature in blue ink that reads 'Debra A. Golymbieski'.

Debra A. Golymbieski

cc: Dr. David Dude
Courtney Burnett
Robert E. Wilson, Esq.



STRICKLAND
BROCKINGTON
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Jonathan R. Poole
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March 8, 2016

VIA HAND DELIVERY

City Schools of Decatur
To the Attention of Dr. David Dude
Superintendent of Schools
Central Offices at Beacon Municipal Center
125 Electric Avenue
Decatur, Georgia 30030

Re: Engagement as Counsel

Dear Dr. Dude:

Thank you for retaining Strickland Brockington Lewis LLP to conduct an investigation for the City Schools of Decatur into the termination of an employee, and whether or not the Superintendent received accurate information about the reasons for the employee's termination. Our engagement began on March 7, 2016. We look forward to serving your needs in this matter and establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement as counsel and to provide you certain information concerning our fees, billing and collection policies. We have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are our firm's standard terms of engagement. Please review these and let us know if you have any questions concerning our policies. Our statements will be presented monthly based on the time devoted to legal work performed for you, together with any out of pocket expenses incurred during the month.

My rate in this matter will be \$235 per hour. Other lawyers whose hourly rates are less than mine may occasionally assist me. We are not requiring the payment of an initial retainer.


If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

[signatures on the following page]

Dr. David Dude
March 8, 2016
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Regards,

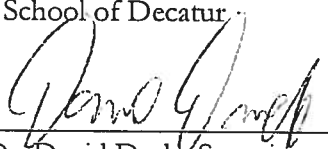
STRICKLAND BROCKINGTON LEWIS LLP

By: 
Jonathan R. Poole, Partner

Enclosure: Terms of Engagement

Approved this 8 day of March, 2016

City School of Decatur

By: 
Dr. David Dude, Superintendent

TERMS OF ENGAGEMENT

We appreciate your decision to retain Strickland Brockington Lewis LLP as your legal counsel. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Because we are representing a corporation, our client relationship is with the corporation and not with its individual executives, members, trustees, directors, officers, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed to the corporation alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that may be adverse to individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, members, trustees, directors, officers and other persons related to the corporation in matters that do not conflict with the interests of the corporation, but any such representation will be the subject of a separate engagement letter.

Fees and Billing

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors.

As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly.

Out-of-Pocket Expenses. In addition to legal fees, our statements will include any out-of-pocket expenses we advance on your behalf and our actual costs for internal charges for certain support activities. Advanced expenses generally include such items as travel, postage, and filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include such items as toll calls, courier services, computer research and photocopying.

Billing. We will submit monthly statements covering services performed and reimbursable expenditures. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Any payments made on past due statements are applied first to the oldest outstanding statement. We are entitled to attorneys' fees and expenses if collection activities are necessary.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs. If you dispute any portions of the fees or expenses for which you are billed, you must provide us with a definitive, written statement of the disputed items and the reason for the dispute within thirty (30) days of the date of you receive the bill for those fees or charges, or the billing and the charges shall be conclusively deemed correct, and any dispute or complaint shall be waived.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.