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# DuaneMorris®

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November 1, 2022

## **ATTORNEY-CLIENT PRIVILEGED**

VIA FEDERAL EXPRESS

The Honorable Dana Hunter  
President, Board of School Directors  
Central Bucks School District

Abram Lucabaugh, Ed.D.  
Superintendent  
Central Bucks School District

### **Re: Agreement for Legal Services**

Dear Ms. Hunter and Dr. Lucabaugh:

Thank you for selecting Duane Morris to represent Central Bucks School District ("CBSD") in connection with the administrative complaint filed against CBSD with the U.S. Department of Justice ("DOJ") and the U.S. Department of Education ("ED") by the American Civil Liberties Union of Pennsylvania relating to alleged violations of Title IX of the Educational Amendments Act of 1972 ("ACLU complaint"). As part of the engagement, Duane Morris will also represent CBSD regarding two similar complaints filed against CBSD with ED before the ACLU complaint. Duane Morris also will conduct an internal investigation of CBSD concerning the allegations in the complaints.

We have agreed that our engagement is limited to performance of services related to this matter. Because we are not CBSD's general counsel, our acceptance of this engagement does not involve an undertaking to represent CBSD or CBSD's interests in any other matter. In particular, our present engagement does not include responsibility for review of CBSD's insurance policies to determine the possibility of coverage for the claims asserted in this matter, for notification of CBSD's insurance carriers about the matter, or for advice to CBSD about CBSD's disclosure obligations concerning the matter under federal law or any other applicable law.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated.

DUANE MORRIS LLP

30 SOUTH 17TH STREET PHILADELPHIA, PA 19103-4196

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Any such statement made by any partner or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Our fees are based on the time spent and the regular hourly rates of each attorney and legal assistant performing services on CBSD's behalf. The hourly rates vary from person to person and are adjusted periodically (usually in January each year). We will be glad to provide you with a schedule of rates presently in effect for all the lawyers, paralegals, practice support professionals (who handle e-discovery), and legal assistants who may be performing work for CBSD, if you so desire. Along with my partner, Michael Rinaldi, we will lead the investigation. My hourly rate for this engagement is \$940, and Mr. Rinaldi's hourly rate is \$640. We expect that Mr. Rinaldi will bill a larger quantity of hours than I will. Both of these rates are at a discount to our normal hourly rates. To the extent possible, I will endeavor to have associates and/or legal assistants, at lower rates, handle appropriate tasks.

We may at any time request an advance fee retainer for any professional fees associated with the matter. Retainers and other funds that belong to CBSD will be held without interest on account by the firm, until disbursed. Such funds may be applied in payment of CBSD's account for legal fees owed or other expenses incurred on CBSD's behalf.

CBSD is solely responsible for, and we will bill you for, all disbursements and out-of-pocket expenses made or incurred on CBSD's behalf. These expenses typically include such items as document reproduction, travel expenses, long distance telephone calls, mailing charges, messenger services, e-discovery hosting fees (charged per gigabyte), and filing fees. In litigation matters, such expenses may also include court filing fees, deposition costs, process servers, court reporters, and witness fees. We separately bill for computerized legal research and related expenses. You authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in this matter. Please note, if we anticipate that substantial expenses will be incurred on CBSD's behalf, we will require that you pay the vendor directly and/or we may require a deposit from you in order to cover such expenses. Before retaining any investigators, consultants, or experts we will obtain your consent.

Our statements will be rendered monthly and are payable within 45 days. In the event that our statements are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement, to terminate it and withdraw from this or any representation of CBSD, and/or to pursue our other remedies.

If this matter results in litigation and a trial or hearing date is set, we may require you to pay all amounts then owing to us and to deposit with us the fees we estimate will be incurred in preparing for and completing the trial or arbitration, as well as jury fees and arbitration fees likely to be assessed. If you fail to timely pay any additional deposit requested, we will have the

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right to cease performing further work and to withdraw from the representation. Similarly, at the time at which any matter for which CBSD has engaged us requires an appeal, we reserve the right to receive an appropriate retainer to cover payment of our services and costs through the appeal.

As we have discussed, the fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

We are happy to discuss our billings with you at any time and will welcome the opportunity to address any questions you may have.

Occasionally it is either necessary or desirable to disclose a client's name, and furtherance of the interests of the client may also require disclosure. In addition, the firm would like to be able to identify CBSD on its list of representative clients. You understand and agree that the firm may so identify CBSD.

Given the scope of our business and the scope of our client representations through our various offices in the United States and abroad, it is possible that some of our present or future clients have or will have matters adverse to CBSD while we are representing CBSD. We understand that you have no objection to our representation of parties with interests adverse to CBSD's and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to CBSD. We agree, however, that your consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of CBSD, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to CBSD's material disadvantage or potential material disadvantage. By agreeing to this waiver of any claim of conflicts as to matters unrelated to the subject matter of our services to CBSD, you also agree that we are not obliged to notify you when we undertake such a matter that may be adverse to CBSD. However, we will provide you with a disclosure and an opportunity to object as to any litigation matter adverse to CBSD.

More specifically, Duane Morris advised CBSD by letter dated October 17, 2022, of an actual or potential conflict of interest with CBSD resulting from Duane Morris's wholly unrelated representation of a member of the board of directors of Juul Labs, Inc., a company engaged in litigation with various school boards nationwide, including CBSD. CBSD waived that conflict.

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Similarly, new lawyers frequently join our firm. These lawyers may have represented parties adverse to CBSD while employed by other law firms or organizations. We assume, consistent with ethical standards, that you have no objection to our continuing representation of CBSD notwithstanding our lawyers' prior professional relationships.

This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by and will represent CBSD, and not any parent, subsidiary or affiliated entities of CBSD, and that we are not being engaged to represent any officers, directors, members, partners, or employees of CBSD.

The occasion might arise for us to consult, at our expense, with our firm's own counsel (our General Counsel, other firm lawyers working with our General Counsel, or outside counsel) regarding our engagement for CBSD. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between us and CBSD as to such consultation or resulting communications. CBSD consents to such consultation with our firm's own counsel, agrees that such communications are subject to the firm's attorney-client privilege and waives any claim of conflicts of interest based on such consultation.

Unless previously terminated, our representation of CBSD will terminate upon our sending you our final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment of outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work products such as drafts, notes, and internal memoranda. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Duane Morris

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Please do not hesitate to call me if you have any questions or concerns. Once again, we appreciate your confidence in Duane Morris and look forward to working with you to bring this matter to a successful conclusion.

Sincerely,

*/s/ William M. McSwain*

William M. McSwain

AGREED AND ACCEPTED:

CENTRAL BUCKS SCHOOL DISTRICT



By: Dana Hunter

Title: Board President

CENTRAL BUCKS SCHOOL DISTRICT



By: Abram Lucabaugh

Title: Superintendent