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January 31, 2023

John E. Foster, Esq.
Division Counsel
Fairfax County Public Schools
Gatehouse Administration Center
8115 Gatehouse Road
Falls Church, VA 22042

Dear John:

Introduction. Sidley Austin LLP (“Sidley” or “we”) appreciates the opportunity to serve as your counsel. This letter, including its Attachment entitled “Additional Terms and Conditions,” and the Addendum entitled “Outside Counsel: Addendum to Engagement Agreement,” explains the policies and procedures that apply to this engagement. If this letter is acceptable, please sign two copies in the space provided below, retain one copy and return the other to me.

Client. The client in the matter described below will be Fairfax County Public Schools (“FCPS”). In representing FCPS, we understand that we will report to and take direction from you, as Division Counsel for FCPS, as well as from the FCPS Superintendent, Dr. Michelle C. Reid (the “Client” or “you”). Unless we otherwise agree in writing, the Client will not include any individual directors, officers or employees.

Matter; Scope. Our representation of you is limited to the Virginia State AG Investigation (the “Matter”). We would be pleased to consider expanding the scope of this Matter, or representing you in other matters; however, we must first confirm any such expansion or other representation in writing. If we take on additional matters, each will be governed by this letter unless otherwise agreed. You also agree that we will not be subject to any Outside Counsel Guidelines, Master Retainer Agreement or other terms of representation issued by you, without our express written permission.

Fees and Expenses. Our fees for the Matter will be based on the hourly billing rate for each attorney and paralegal (and any other relevant timekeeper) devoting time to the Matter. Our billing rates for attorneys in our United States offices currently range from \$700 per hour for new associates to \$2,225 per hour for senior Partners and Senior Counsel. Our billing rates for paralegals in those offices currently range from \$400 per hour to \$570 per hour. These billing rates, which are not set by law but are negotiable between attorney and client, may be changed periodically.

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We are willing to provide you with a 12.5% discount off of our standard hourly rates. Should gross billings on this matter at any time exceed \$500,000, this discount will increase to 15% from that point forward through the end of the engagement. Our standard rates include annual rate increases and associate step ups, which take effect every January 1st.

We are committed to serving you with efficient and cost-effective support systems. We will include on our bills charges for services such as document reproduction, messenger and overnight courier service, computerized research, travel, document processing, search and filing fees and internal litigation and practice support services. Fees and expenses of others (such as outside experts, consultants, other non-legal professionals, local counsel and co-counsel) will generally be billed directly to you by those others. Our website, which can be accessed at <http://www.sidley.com/costrecoveryandpreadmittancebillingratepolicy/>, includes detailed information about our expense recovery policies and procedures, which are an integral part of this letter. These policies and procedures take into account, among other things, a number of special arrangements we have with some of our vendors and service providers.

We want our clients to be satisfied with the quality and reasonableness of our services. Our usual practice is to bill monthly, and we expect payment within 30 days following your receipt of our invoice. We also will provide periodic reports on billing and projections. Subject to applicable rules of professional conduct, we may suspend work on a matter or resign from a representation if satisfactory arrangements are not made for the payment of amounts outstanding in excess of 60 days and we do not receive satisfactory assurance of the payment of amounts that will become due in the future.

Conflicts. This letter does not create an exclusive relationship; you are free to retain other counsel of your choosing for any matter. Correspondingly, we have numerous clients that rely upon us for general representation, including clients that may be indebted to, or are creditors of you or one or more of your affiliates. Sidley has represented, and may be currently representing, one or more of these clients in connection with many aspects of their businesses. As a result, without advance conflicts waivers from Sidley clients, conflicts of interest could arise that could deprive either you or other Sidley clients of the right to select Sidley as counsel.

In light of the foregoing, other current or future clients, including those identified in the preceding paragraph, (collectively, the "Other Clients") may ask us to represent them in matters such as litigation, business transactions, investigations, regulatory, insolvency, restructuring or other matters that are or may be adverse to you and may negatively impact your interests. If we are not representing you in such a matter, and the matter in which you and an Other Client have adverse interests is not substantially related to our current or past representation of you and does not involve our use, to your disadvantage, of confidential information you have provided to us, you agree that we may represent such Other Client, you waive any conflict of interest arising from such representation, and you agree that you will not seek to disqualify or otherwise prevent us from representing such Other Client. On the other hand, you may ask Sidley to represent you

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in a matter adverse to an Other Client in which we are not representing the Other Client. In such circumstances, you agree that we may represent you adverse to the Other Client and waive any conflict of interest arising from our unrelated representation of the Other Client and you agree that you will not seek to disqualify or otherwise prevent us from representing such Other Client. **You acknowledge that you have had an opportunity to consult with other counsel (in-house or otherwise) and to raise any questions you may have with us before agreeing to this waiver.**

You acknowledge and agree that in connection with a transaction involving an auction or sale process (an “Auction”) in which Sidley is representing you as a prospective bidder, buyer or financing source, Sidley may also represent other prospective bidders, buyers or their respective financing sources; provided Sidley will maintain the confidentiality of all information provided to us by you or your representatives (or by the other prospective bidders, buyers or financing sources) and Sidley will not convey, disclose or use any such information in connection with our representation of any party involved in such Auction or you, as the case may be.

Term of Engagement. We trust that our relationship with you will be mutually satisfactory. However, either you or Sidley may terminate our representation at any time for any reason, subject on our part to applicable rules of professional conduct. If we terminate the representation before it is concluded, we will take reasonably practicable steps to protect the Client’s interests. If a court’s permission is required for withdrawal from the representation, we will promptly apply for such permission, and you agree to cooperate in such application – including, where appropriate, by engaging successor counsel in the matter.

Unless previously terminated, our engagement in the Matter and representation of the Client in the Matter will terminate without further notice upon the earliest of: (i) our completion of the Matter; (ii) a decision by you not to proceed with the Matter; and (iii) our sending a final statement for services rendered in the Matter. The termination of a matter by either the Client or Sidley will not affect the Client’s obligation to pay unpaid fees and expenses incurred as of that time, and will not be affected by the fact that Sidley (a) thereafter makes efforts to collect unpaid fees and expenses or (b) is designated in an agreement with another party or on a court service list to receive notices related to the matter.

Arbitration of Disputes. We expect that any disagreement between us relating to an engagement governed by this letter or to our relationship with the Client (including any claim of malpractice or breach of contract, or relating to fees or charges for the representation) will be resolved by discussion. If, however, such discussion is not successful, we both agree that any such dispute or claim will be finally resolved by arbitration conducted in accordance with the International Institute for Conflict Prevention and Resolution (“CPR”) Rules for Non-Administered Arbitration (effective November 1, 2007), except as they may be modified herein or by our mutual agreement. The arbitration shall take place in the District of Columbia or in another location agreed to by you and us. In addition, we both consent to the jurisdiction of the

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federal or state courts in the location where the arbitration is conducted over any judicial proceedings relating to any aspect of the arbitration, including motions to confirm, vacate, modify or correct an arbitration award. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, and judgment may be entered by any court having jurisdiction over the award or the relevant party or its assets.

The arbitration shall be conducted by one arbitrator, who shall be selected by our mutual agreement or by the CPR if you and we are unable to agree on an arbitrator within 30 days after arbitration is initiated. Each of us will be responsible for paying the costs of the arbitration in accordance with CPR rules. Each of us agrees to keep the arbitration confidential, and neither the proceeding's existence nor any element of it shall be disclosed by either of us beyond the tribunal, the parties and their counsel and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or to the extent that disclosure is necessary to enforce the rights arising out of the award, provided that each of us agrees to use best efforts to limit the scope of any required disclosure and, subject to court approval, to seek to submit any such disclosure to a court or agency under seal. Claimants who are not parties to this letter may not bring claims in the arbitration proceeding.

This agreement to arbitrate shall constitute an irrevocable waiver of each party's right to a trial by jury, as well as of rights to discovery or to an appeal that would customarily be available in a judicial proceeding but that may be limited or unavailable in connection with such an arbitration. You acknowledge that you have had the opportunity to consult with other counsel (in-house or otherwise) prior to agreeing to this waiver, including regarding the waiver of jury trial, discovery and appeal rights, and have made your own decision about whether to do so.

* * *

Please call me if you have any questions regarding this letter. Thank you for the opportunity to serve you.

Very truly yours,

s/ M. Sean Royall
M. Sean Royall

Attachment: Additional Terms and Conditions

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Acknowledged and Agreed

By: s/John E. Foster/January 31, 2023

Privileged and Confidential

Additional Terms and Conditions

This is an attachment to, and integral part of, the letter dated January 31, 2023 with Fairfax County Public Schools.

Limitations on the Scope of the Matter. Unless otherwise agreed by Sidley in writing, our engagement in the Matter or in any other representation contemplated by this letter will not include advising you on insurance coverage issues; Sidley will not provide advice concerning notification of insurance carriers, and will not be responsible for notifying such carriers or for follow-up communications with the carriers regarding the status of the Matter. In addition, Sidley will not be representing your insurance carrier in the Matter.

After completion of the Matter, changes may occur in applicable laws or regulations or applicable transaction documentation that could have an impact on the Client's future rights and liabilities. Unless the Client actually engages us to provide additional advice after the completion of the Matter on issues arising from the Matter, and we accept such an engagement in writing, we will have no continuing obligation to advise the Client with respect to future legal developments.

No Warranty. Sidley will endeavor to achieve successful results for the Client, but Sidley makes no promises or warranties to the Client regarding the outcome or cost of the Matter.

Conflicts Relating to Restructuring and Insolvencies. Sidley's representation of an entity in financial distress may involve adversity to that entity's numerous creditors, equity interest holders, or other parties in interest (including Client). Accordingly, you agree that in a matter for another Sidley client which involves the bankruptcy or financial restructuring of such other client, we may represent such other client adversely to you provided the matter involved is not substantially related to our representation of you.

Confidentiality and Document Retention. When a matter is concluded, we will keep our file confidential in accordance with applicable rules of professional conduct. At the Client's request at the termination of a matter, Sidley will provide the Client with Sidley's file relating to the representation, including any documents or other property that the Client provided to Sidley in connection with the representation. Such file will not include Sidley's administrative records, time and expense reports, personnel and staffing materials, credit and accounting records and internal Sidley work product (such as drafts, notes, and internal memoranda and emails). Sidley may make and retain a copy of the file provided to the Client. If the Client does not request delivery of the file, Sidley will retain the file in accordance with its records management policy and procedures, and documents may be destroyed after Sidley's applicable records retention periods have expired.

Responses to Subpoenas and Similar Requests. If Sidley is required to respond to a subpoena or other formal request for records or other information relating to a representation, or to testify by deposition or otherwise concerning the representation (a "Request"), Sidley will first, to the extent permitted by applicable law, consult with the Client to determine whether the

Client wishes Sidley to comply with the Request, or to resist it, if there is a basis for doing so. The Client agrees to reimburse Sidley for its reasonable time and expense incurred in responding to any Request, including time and expense incurred in reviewing documents, appearing at depositions or hearings and otherwise addressing issues raised by the Request.

Responses to Audit Inquiries. We respond to a client's request to provide information to the client's auditor regarding client legal matters with the same care and professionalism used to handle other client legal work. We will, accordingly, charge for those services at the same rates. A written request by or on behalf of you that we provide information to an auditor will constitute your consent that we disclose the requested information on your behalf.

Privacy, Data Protection and Confidentiality. Our policies with respect to privacy, data protection and information security can be accessed on our website at <https://www.sidley.com/en/sidley-pages/privacy-policy>. Subject to those policies and to applicable ethical confidentiality obligations, and unless otherwise directed by the Client, Sidley may use a variety of electronic communication systems in communicating internally, with the Client and with others during the representation, including cellular or satellite telephone calls, e-mails, facsimile transmissions, video conferencing and other evolving forms of electronic communications. Sidley uses outsourced non-lawyer personnel for a variety of support functions, including mailroom, photocopy, information technology and word processing, and they are required by Sidley to agree to maintain the confidentiality of information relating to Sidley's clients.

You should ensure that the provision of personal information to us is lawful. Please also consider how it affects the individuals involved, and ensure where such notification is required by applicable data protection law that your employees and any individual whose personal information you or your agents provide to us are aware of the matters in this clause and our Privacy Policy.

Use of Non-Secure Communications. We maintain email and other systems to keep our electronic communications with you secure and confidential, and we request that all information that you send to us electronically is sent to us through our email system. We cannot be responsible for the security or confidentiality of any information that you send to us electronically using any other methods of electronic communication, including WeChat and other social media (collectively, "Non-Secure Communications"). Please note that if you choose to communicate with us using Non-Secure Communications, including by requesting us to send you any information using such methods of communication, we shall not be, and you shall not hold us, liable for any actual or potential breach of confidentiality or loss of client-attorney privilege as a result of you or us using such methods of communication.

Limitation of Liability for Consumer-Grade Cloud-Based Storage Providers. We provide and make available to our clients as part of our engagement our own secure, encrypted file transfer system as well as a secure Extranet, to facilitate the storage and sharing of information between you and us. We cannot be held responsible for the security or confidentiality of any information when you require us to use a specific consumer-grade cloud storage provider (e.g., the free, non-enterprise versions available for download on the internet) for the storage, sharing or exchange of documents or information generated or used in the course

of a specific engagement (collectively, “communication”). Please note that if you require us to use a specific consumer-grade cloud storage provider, including by requesting us to send you any information using such methods of communication, we shall not be, and you shall not hold us, liable for any actual or potential breach of confidentiality or loss of client-attorney privilege as a result of you or us using such methods of communication.

Laws Covered. Except as may be otherwise agreed to by Sidley in writing, our representation of the Client hereunder will be limited to matters of United States federal law, state law in states in which we have offices and, as applicable, the Delaware Revised Uniform Partnership and Limited Partnership Acts, the Delaware Limited Liability Company Act and the Delaware General Corporation Law.

Publicity. Unless the Client instructs otherwise, Sidley may, for conflicts resolution purposes, disclose to other clients and potential clients (in engagement letters or otherwise) that the Client is represented by Sidley. Sidley will not, however, disclose that it represents or has represented the Client in a particular matter without Client consent unless the matter has been publicly disclosed, such as by a filing with a court or regulatory authority or by the Client’s issuance of a press release. Unless the Client consents to the inclusion of additional information, Sidley’s disclosure of information about a matter will be limited to the Client’s name, the name of the other party or parties and a short description of the matter which contains only publicly-available information.

Consent Regarding Privileged Sidley Communications. When issues arise concerning Sidley’s professional duties and rights, including under applicable professional conduct rules, Sidley may seek confidential counsel from internal Sidley lawyers with responsibility or expertise in the areas in question, and in some instances from outside counsel as well. Sidley believes that it is in the mutual interest of Sidley and its clients that Sidley receive expert and confidential legal advice regarding its professional duties and rights in such circumstances. Accordingly, the Client consents to such consultation, waives any claim of conflict of interest that could result from such consultation, and agrees that such consultation will not be a basis for a waiver of any attorney/client privilege that would otherwise be available to Sidley. However, Sidley will continue to comply with its professional obligation to provide the Client with sufficient information regarding a matter to permit the Client to make informed decisions regarding the representation.

Governing Law and Choice of Forum. This letter (including these Additional Terms and Conditions) shall be governed by, and construed in accordance with, applicable rules of professional conduct and the laws of the District of Columbia, without regard to its conflict of laws rules. Any claim arising under or relating to this letter, including these Additional Terms and Conditions, that is not subject to arbitration shall only be brought in the state or federal courts in such State, and the Client and Sidley each agree to submit to the jurisdiction of such courts.

Sidley lawyers outside the U.S. may be asked to perform work on behalf of or adverse to you. In many respects the conflict of interest rules outside the U.S. are less restrictive than those in the U.S. A matter on which the work will be performed entirely or substantially by Sidley lawyers not admitted to practice in a U.S. jurisdiction will be governed by the conflicts of

interest rules in the jurisdiction in which the substantial work on the matter is performed, and not by the law of any U.S. jurisdiction.

Severability. If any provision of this letter (including these Additional Terms and Conditions) is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect.

Limitation of Liability Regarding Money Transfers. We will not be responsible to you or any other person for the failure or any disruption of any payment or communications systems required for any money transfer, nor will we be responsible for the credit failure or other acts or omissions of any banking institution, which is involved in the transfer of money.

Outside Counsel: Addendum to Engagement Agreement

Billing Requirements

FCPS will pay the hourly rates approved via engagement agreement.

All charges for legal fees should be reflected on a bill submitted to FCPS within **60** days.

Expenses

1. Experts and consultants

FCPS must pre-approve the retention of experts, independent medical examiners, consultants, and the like, as well as their fee structure.

2. Documentation

Supporting documentation should be included for any expenses over \$ 10.00

3. Reimbursement Requirements

FCPS will not agree to the following charges:

Time spent organizing a file

Charges for clerical services; time spent proofreading, date stamping, collating, vela binding, copying, faxing, scheduling, calendaring, making travel arrangements, opening/ closing matters, managing clerical work, and setting up files.

Time spent billing, preparing invoices, negotiating billing, or processing third-party invoices.

If there is a particular need for an exception to charge for an item listed above, please contact the Office of Division Counsel for pre-approval.

s/M. Sean Royall/January 31, 2023

Firm Representative/Date

s/John E. Foster/January 31, 2023

FCPS Division Counsel/Date