



DEPARTMENT OF FINANCE

LISA LEWIS, DIRECTOR

STEPHANIE BONNETT, ASSISTANT FINANCE OFFICER

NICOLE CURRY, ACCOUNTING SUPERVISOR

TO: Board Members

FROM: Lisa Lewis, Director of Finance *Lewis*

DATE: May 6, 2025

RE: Legal Services Contract

Legal services for the district are currently provided by Dinsmore & Shohl, LLP. The letter of engagement is attached for the services performed by Dinsmore & Shohl. I ask the Legal Services Contract with Dinsmore & Shohl, LLP be renewed.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



Legal Counsel.

DINSMORE & SHOHL LLP
The Buckman Building, 193 S Buckman St, PO Box 460
Shepherdsville, KY 40165-0460
www.dinsmore.com

Eric Farris
(502) 540-2567 (direct) · (502) 540-2500 (fax)
Eric.Farris@DINSMORE.COM

May 6, 2025

Dr. Matt Mooney, Board Chair
Dr. Jesse Bacon, Superintendent
Bullitt County Schools
1040 Highway 44E
Shepherdsville, KY 40165

*Via Email – matt.mooney@bullitt.kyschools.us
jesse.bacon@bullitt.kyschools.us*

Re: Letter of Engagement

Gentlemen:

This letter is to thank you and the Board for your continued long-standing relationship with me as Counsel for the District and for the last three years with the Firm and, again, confirm my discussions regarding the District's ongoing engagement of the Firm for the purpose of general board counsel advice and such other general matters thereafter as you and the Board may require. In addition, this will describe the basis upon which we will provide legal services to the Board of Education of Bullitt County. Attached to this letter are the Dinsmore & Shohl LLP Statement of Engagement Terms (the "Terms and Conditions") that are a part of this letter. By signing below, you agree to those terms and conditions.

The Firm bills for matters like this on an hourly basis. As you know, the current agreed upon hourly rate is \$200 since July 2023. I would like to propose a new hourly rate of \$250 effective July 1, 2025 – June 30, 2026. This rate represents a significant discount from my published rate of \$540 and other school district hourly rates of \$325 and will be subject to management approval. I will be primarily responsible for all matters but will make use of other attorneys or paralegals if it will help us complete the matter quickly and efficiently. My rate does not include third party expenses (special document production, travel, etc.) filing fees or fees that other professionals (accountants or land planners) may charge. If the firm incurs third party expenses, those will be passed on to you.

Please review this letter and the Terms and Conditions carefully. If it meets with the Board's approval, please sign and return it. If the Board or you have questions about one or more of the provisions of this letter or the Terms and Conditions, please contact me so that we can try to address your concerns.

Dr. Matt Mooney
Dr. Jesse Bacon
May 6, 2025
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Again, let me thank you and the Board for your continued confidence in me and the Firm.

Sincerely,



Eric G. Farris

Enclosure: Terms & Conditions

AGREED TO:

Board of Education of Bullitt County

By: Dr Matt Mooney, Board Chair

Date: _____

By: Dr. Jesse Bacon, Superintendent

Date: _____

Dinsmore & Shohl LLP
Statement of
Engagement Terms

1. Engagement of Services

Dinsmore has undertaken to represent You and to act on Your behalf. Any Dinsmore statements concerning the outcome of Your legal Matter or matters are expressions of the Firm's best professional judgment and are not guarantees. In addition, Dinsmore's opinions are necessarily limited by Dinsmore's knowledge of the facts as You have advised and are based on the state of the law at the time they are expressed.

2. The Scope of Representation

Dinsmore's Client(s) in this Matter are the persons or entities identified as the Client(s) in Dinsmore's Engagement Letter to which these Terms are attached. Unless specifically identified in the Engagement Letter, Dinsmore's representation of the Client(s) does not include representation of:

- (i) Parent companies, shareholders or other owners of the Client(s);
- (ii) Subsidiaries or other affiliates of the Client(s);
- (iii) Partners of the Client(s);
- (iv) Family members of the Client(s);
- (v) Members, managing members or other officers or directors of the Client(s); or
- (vi) Beneficial owners of the Client(s).

The Client(s) is hiring Dinsmore to represent only the Client in connection with the issues or claims arising out of the Matter(s) identified in the Engagement Letter, and only those Matter(s) unless specifically agreed to in writing and acknowledged by the Firm. Dinsmore will provide services of a strictly legal nature related to the Matters described in the Engagement Letter. You will provide Dinsmore with the factual information and materials the Firm requires to perform such legal services, and the Client will make such business or technical decisions and determinations as are appropriate. The Client will not rely on the Firm for business, investment or accounting decisions, unless otherwise specified in the Engagement Letter. Please be aware that Dinsmore's representation of You shall not give rise to an attorney-client relationship between the Firm and any of Your affiliates or any of Your owners, partners, members, managers, directors, officers or employees. However, the Firm does anticipate that, during the course of its representation, the Firm may provide information or advice to other persons or entities, such as any of Your members, officers or employees in their capacities as Your representatives. In order to maintain the attorney-client privilege, Dinsmore urges You to consult with the Firm before disclosing any attorney-client confidences to others.

3. Relationships With Other Dinsmore Clients and Related Matters

In representing You, it is important that You receive advice from lawyers who are free from conflicts of interest. Dinsmore represents a diverse group of clients on a variety of legal matters. Accordingly, it is possible that the Firm represents current clients or may be asked in the future to represent new clients in your same general field of interest or business. The Firm has conducted an internal review

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and has not identified any conflict of interest implicated by the Firm's common representation of You and any other existing client of Dinsmore. The Firm has specifically considered any persons and business You have identified as being adverse in this Matter, if any, and found no conflict. However, conflicts of interest are sometimes difficult to identify and can sometimes arise because of client activities or other developments of which the Firm may be unaware. The Firm will make reasonable efforts to identify and resolve those conflict situations and to establish appropriate mechanisms to safeguard Your interests. In an appropriate situation, the Firm may provide You with full information regarding a potential conflict of interest and ask You to waive the potential conflict.

Because Dinsmore represents a large number of clients in a wide variety of legal matters, it is possible that Dinsmore will be asked to represent a client whose interests are actually or potentially adverse to Your interests in matters that may include, without limitation, mergers, acquisitions, financing, restructuring, bankruptcy, litigation, or administrative, rulemaking or regulatory proceedings. Dinsmore may also be asked to serve a subpoena or take other discovery of You on behalf of another client. In particular, the Firm has established relationships with clients engaged in a business in Your industry or a related industry and may have represented such clients in connection with various aspects of their business, including, without limitation, mergers, acquisitions, financing, restructuring, bankruptcy, litigation, or administrative, rulemaking or regulatory proceedings.

In any of these circumstances, Dinsmore agrees that the Firm will not undertake any such representation if it is substantially related to a matter in which the Firm has represented You. If the Firm's representation of another client is not substantially related to a matter in which the Firm has represented You, however, then You agree to the Firm accepting such representation of another client and You waive any resulting actual or potential conflicts of interest that may arise, provided that:

- (i) The Firm's effective representation of You and the discharge of the Firm's professional responsibilities to You are not prejudiced by Dinsmore's representation of the other client;
- (ii) The Firm protects Your confidential information and implements ethical walls as necessary to screen the lawyers working on the representation of the other client from involvement in Your Matter or matters, and vice versa; and
- (iii) The other client has consented to and waived potential and actual conflicts of interest.

In the event You are an entity that is acquired or is otherwise subject to a change in control (including by a person or group becoming a controlling affiliate) after the date hereof, the Firm will not be deemed:

- (i) to represent, or provide or have provided legal advice to, the acquiring entity or such controlling affiliate (or, subject to clause (ii) below, to any affiliate of any such acquiring

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entity or controlling affiliate) or to establish an attorney-client relationship with such entities or affiliates; and

- (ii) except as otherwise required by applicable law or at the election of the Firm, to continue to represent You or any of Your controlled affiliates unless and until both You and the Firm reaffirm this Engagement Letter. Notwithstanding any termination of the attorney-client relationship, the other provisions of this Engagement Letter will continue in effect.

4. Who Will Provide the Legal Services

The principal attorney contacts for this Matter(s) are identified in the Engagement Letter. Subject to the decision of these principal attorneys, some portion of the Firm's work on Your Matter(s) may be performed from time to time by other lawyers, paralegals, project assistants, practice support specialists and or other business professionals in the Firm. Such delegation may be for the purpose of involving lawyers, paralegals, or other business professionals with special experience in a given area or for the purpose of providing services on the most efficient and timely basis.

5. Your Responsibilities

The Firm will provide those legal services reasonably required to represent You in the Matter(s) and will take reasonable steps to keep You informed of progress and developments, and to respond promptly to inquiries and communications. You agree to cooperate and communicate with the Firm and to keep the Firm informed of any information and developments that may come to Your attention as it may reasonably relate to the Matter(s), and to abide by the terms set forth in the Engagement Letter and these Terms. You or Your appropriate representative(s) agree to appear at all legal proceedings when the Firm deems it necessary, and You agree to cooperate fully with the Firm in all matters related to the preparation and presentation of Your claims or defenses. If You believe that any portion of the fees payable to the Firm may be covered by a policy of insurance, it is Your responsibility to bring such insurance policy to the attention of the Firm for review.

6. Corporate Entity Formation

If You have engaged Dinsmore to form a corporation, limited liability company, partnership, business trust or other entity, subsequent to the formation, the Firm will represent the entity formed and not the person(s) or entity or entities that caused such formation.

If You have engaged Dinsmore to form a corporate entity (such as a corporation, limited liability company, limited partnership or other entity formed by a filing with a state Secretary of State or similar authority) or register a foreign company to do business in the United States, Dinsmore will not file any corporate formation, registration, or organizational documents with the applicable governmental entities. Instead, the Firm can provide You with a list of service companies who can make such filings

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for You; however, You will be responsible for all filing fees with respect to any such filing and all fees charged by such service companies.

The Firm's engagement will not include any responsibility to file, update or amend any report or other filing You or Your new entity is required to make under the Corporate Transparency Act (CTA). To the extent that You are required to file, update or amend a report or other filing under the CTA, it will be Your or Your new entity's responsibility to make such filing, update or amendment.

7. Legal Fees

The time of each attorney who may work on Your Matter(s) may be billed at different hourly rates. Each attorney's rate depends on their experience and skill for the type of work the Matter(s) require, and the novelty and complexity of the issues involved. Paralegals, project assistants, practice support specialists, law clerks, and or other business professionals also have hourly rates. Time spent on Your Matter(s) will be recorded and may include research, investigation, telephone calls, travel, conferences, court appearances, preparation, drafting, correspondence and other activities to represent Your interests.

8. Costs and Litigation Expenses

Charges, in addition to time charges, will be made for certain items. Examples include, but are not limited to, charges for travel, fees incurred for service of process or service of documents, printing and postage related to mass mailings, costs related to certified or registered mail, overnight delivery, deposition or transcript fees, witness fees, filing fees, court costs, and messenger service. To aid in the preparation and presentation of Your Matter(s), it may be necessary to hire expert witnesses, consultants and/or investigators. The Firm will select any expert witnesses, consultants or investigators to be hired, after consultation with You. The Firm requires that You directly pay all third-party vendors for goods and services when such charges are in excess of \$1,500.

9. Payment Terms

Unless otherwise agreed to in the Engagement Letter, Dinsmore's statements for fees and disbursements will be sent to You monthly. Payment is due upon receipt. If any balance remains unpaid for more than thirty (30) days, and no arrangements have been made in writing to pay the balance, the Firm reserves the right to postpone or defer providing additional services or to discontinue the Firm's representation of You if Your Matter(s) has not reached its conclusion. Dinsmore may have performed certain legal services and incurred charges before You sign the Engagement Letter. If so, the Firm will bill for these services and charges in the Firm's first statement. Dinsmore reserves the right to charge a service fee of one percent (1%) per month with respect to any fees and expenses not paid within thirty (30) days.

10. Confidentiality and Related Matters

As a matter of professional responsibility, the Firm is required to preserve the confidences and secrets of Dinsmore's clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and their lawyers. The Firm can perform at its best only when it is fully aware of all information that may be relevant to the Firm's representation of You. The Firm also expects that You will take steps to maintain the confidentiality of any legal advice provided to You so that any applicable privileges are not waived. Consequently, the Firm trusts that its attorney-client relationship with You will be based on mutual confidence and unrestrained communication.

Additionally, You should be aware that, in instances in which Dinsmore represents a corporation or other entity as the Client, the client relationship is with the entity and not with its individual executives, shareholders, members, directors, managers, partners, trustees, persons, or other business organizations that may have a relationship to or with the Client. Of course, Dinsmore sometimes also represents individuals and persons related to an entity client in matters that Dinsmore believes do not conflict with the interests of the entity, but any such representation will be the subject of a specific, separate engagement letter.

While the Firm's representation of You is premised on the Firm's adherence to its professional obligation not to disclose any confidential information or to use it for another party's benefit without Your consent, such obligations are subject to certain exceptions, including the laws, rules and regulations relating to money laundering and terrorist financing. Under those circumstances, the Firm may be under a duty to disclose information to relevant governmental authorities and the Firm may be prohibited from informing You that such a disclosure has been made or the reasons for such disclosure, and the Firm may have to cease work for You for a period of time and not be able to inform You of the reason. In those limited circumstances, You agree that You would not, for Yourself or any other party, assert that the Firm's possession and/or disclosure of such confidential information, constitutes a breach of any duty owed by the Firm. In addition, You agree that the Firm's failure to share with You any confidential information received from another client will not constitute a breach of any duty the Firm owes to You, including any duty regarding information disclosure.

If the Firm receives a subpoena or request for information that is within our custody or control or the custody or control of our agents or representatives, the Firm will, to the extent permitted by applicable law, advise You before responding so that You have the opportunity to intervene or interpose any objections. Should You object to the provision of such information, the Firm may thereafter provide such information only to the extent You authorize or as required by a court or other governmental body. You agree to pay the Firm for any services rendered and charges and disbursements incurred in responding to any such request at the Firm's customary billing rates and pursuant to the Firm's charges and disbursements policies.

11. Use of E-mail to Transmit Documents

The Firm may use unencrypted e-mail to transmit client documents, believing that e-mail offers a reasonably secure, efficient means of transmitting information. Please advise the Firm if You have highly sensitive information You do not want transmitted in such a manner.

12. Use of Your Name

Subject to any limitations You communicate to the Firm in writing, You agree that Dinsmore may describe, using solely public information, cases and other matters in which the Firm has acted as Your counsel, in informational material, including the Firm's websites. Dinsmore will not use Your name in any such description without Your advance consent.

13. Termination

Either You or the Firm may terminate the engagement at any time for any reason by written notice, subject to applicable rules of professional conduct. Circumstances and types of conduct which may require Dinsmore to withdraw from representing a client or which will clearly be a basis for the Firm's withdrawal include, but are not limited to:

- (i) Breach of the terms of the Engagement Letter or these Terms;
- (ii) The Client's or its representatives' refusal to cooperate with the Firm or to follow the Firm's advice on a material matter; or
- (iii) Any other fact or circumstance that would render the Firm's continuing representation unlawful or unethical.

Dinsmore tries to identify in advance and discuss with clients any situation that may lead to withdrawal, and if withdrawal ever becomes necessary, Dinsmore will immediately give You written notice of the Firm's withdrawal. If permission for withdrawal is required by a court, Dinsmore will promptly apply for such permission, and You agree to engage a successor counsel to represent You as may be appropriate.

Unless previously terminated, Dinsmore's representation of You will terminate upon the completion of any services that You have retained the Firm to perform.

Additionally, following termination, any otherwise non-public information You have supplied and that the Firm has retained will be kept confidential in accordance with applicable rules of professional conduct. If, after the conclusion of the Matter(s), You later retain Dinsmore to perform further or additional services, the attorney-client relationship will be revived subject to the terms set forth in the Engagement Letter and these Terms, as they may be supplemented at that time. You agree that, unless You engage the Firm after completion of Your Matter(s) to provide additional advice on issues arising with respect to that Matter(s), the Firm has no continuing obligation to advise You in connection with future legal developments pertaining to the Matter(s).

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Notwithstanding the Firm's withdrawal or Your notice of discharge of the Firm's services, and without regard to the reasons for the withdrawal or discharge, all Clients, jointly and severally, will remain obligated to pay the Firm for all fees and costs Dinsmore incurred prior to the termination of Dinsmore's representation of You. In the event You obtain any recovery after conclusion of the Firm's services to You, You remain obligated to pay the Firm for all services rendered prior to the date of the Firm's withdrawal or discharge.

14. Retention of Client Files

As part of the Firm's representation of You, the Firm will maintain a Client File, in either physical and/or electronic form, relating to the Matter(s) in which the Firm represents You. The Client File may contain materials received from You with respect to the Matter(s) and other materials, including certain correspondence, memoranda, filings, closing sets, pleadings, deposition transcripts, exhibits, physical evidence, expert's reports, and other items reasonably necessary to the Firm's representation of You. The Client File shall be and will remain Your property.

The Firm may also create and retain documents containing attorney work product, emails, mental impressions or notes, and drafts of documents ("Work Product"). You agree that Work Product shall be and remain the Firm's property.

Additionally, notes, research, Firm documents, internal memoranda, and internal office management memoranda not reasonably related to the representation of You are not part of the Client File. Electronic records such as email and documents prepared or retained on the Firm's systems shall not be considered part of Your Client File unless they have been printed in hard copy and placed in Your physical Client File or have been stored within the matter workspace on the Firm's document management system, and does not constitute Work Product. You agree that the Firm may adopt and implement reasonable retention policies for such electronic records and the Firm may store or delete such records to align to the Firm's Records Retention Policy.

Depending on the nature of the Firm's representation of You, the Firm may also receive and retain Protected Health Information under HIPAA. Pursuant to the Firm's Retention Policy (defined below), You and the Firm mutually agree that the Firm's Retention Policy shall be sufficient reason to deem the return or destruction of Protected Health Information infeasible under any executed Business Associate Agreement.

At the conclusion of the Matter(s) (which shall be defined as the time that the Firm's work on any Matter subject to the Engagement Letter has been completed), You shall have the right to take possession of Your Client File (but not including the Work Product). The Firm will be entitled to make and retain copies of the Client File. You also agree, upon the Firm's offer, at the conclusion of a Matter (whether or not You take possession of the Client File), to take possession of any and all original contracts, stock certificates, deeds and other such important documents or instruments that

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may be part of the Client File, without regard to format, and the Firm shall have no further responsibility with regard to such documents or instruments.

If You do not take possession of the Client File at the conclusion of a Matter, we will store the Client File in accordance with our standard retention procedures for a period of at least seven (7) years (the “Records Retention Policy”). Such retention (or maintenance of accounting or other records related to the Firm’s representation of You) shall not constitute or be deemed to indicate the presence of a continuing attorney-client relationship. During the time that the Firm stores the Client File, You shall have the right to take possession of it at any time that You choose. Subject to the foregoing, the Firm may dispose of the Client File, both physical and electronic, Work Product, or Protected Health Information without further notice or obligation to You.

15. Data Protection

The Firm is committed to using responsible practices in the collection, maintenance and use of personal information. During the course of the Firm’s representation of You, we expect to receive personal information from You in furtherance of the engagement. The Firm will handle such personal information consistent with the Firm’s Privacy Policy that is available at <https://www.dinsmore.com/privacy-policy/>.

We request that the personal information You share with us is done so in compliance with applicable data protection laws, which could include, but are not limited to, the General Data Protection Regulations (GDPR) and other applicable regulatory regimes. The Firm relies upon Your compliance with the applicable laws and Your representation and warranty to the Firm that all data protection requirements are satisfied so that the Firm can lawfully provide its services. If there is any change in this understanding or any data protection issue that arises by any change in circumstances or applicable laws, raise the issue with the Firm prior to Your transfer of personal information.