



Teresa T. Combs
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September 24, 2025

Matt Atkins, Superintendent
Newport Independent School District
30 W. 8th Street
Newport, KY 41071
Sent via email only

Re: Newport Independent Schools General Legal Services Engagement Letter

Dear Mr. Atkins:

We are pleased that you selected Fowler Bell PLLC to represent you with respect to the above matter. Although we do not wish to be overly formal in our relationship, we have found it helpful to confirm with our clients the nature and terms of our engagement.

This letter and the attached Statement of Engagement Terms and Billing Practices which are incorporated herein by reference (the "Statement") set forth the terms of our engagement and address how various issues will be handled. Our charges for our time and expenses incurred in connection with the service we provide you are set forth in the attached Statement. If you have any questions regarding our charges or services, please call me.

Please acknowledge your receipt of this letter and the attached Statement, and your acceptance of the terms described in this letter and Statement by signing and dating the enclosed copy of this letter and returning it to us. Our representation of you will commence upon our receipt of this letter signed by you and accepted by us.

We agree that no more than \$10,000.00 a year will be paid under the Agreement.

By signing this letter, you confirm that you have requested and consented to our representation of you in connection with the above matter. We look forward to working with you.

Sincerely yours,

A handwritten signature in cursive script that reads 'Teresa T. Combs'.

Teresa T. Combs

TTC/fr
Attachment

859.252.6700 · Fax 859.255.3735

Attorneys at Law 300 West Vine Street, Suite 600 · Lexington, KY 40507-1751 www.FowlerLaw.com

ACCEPTED AND AGREED TO BY:

Board of Education of Newport Independent
School District, Kentucky

By: _____
Board Representative

Date: _____
SSN/EIN #

STATEMENT OF ENGAGEMENT TERMS AND BILLING PRACTICES

FOWLER BELL PLLC will represent you in your case on the following terms:

Fees. We will charge and you will pay as based on the time we spend on your case at the assigned hourly rate. We assign hourly rates estimated by the tenth (10th) of the hour for each member of our legal staff based on years of experience and level of professional attainment for our service as follows:

| | |
|----------------|-------------------|
| Attorney | \$175.00 per hour |
| Paralegal | \$90.00 per hour |
| Research Clerk | \$70.00 per hour |
| Runner | \$50.00 per hour |

Disbursements. In addition to our fees, you will pay us in advance, if requested by us, or promptly as billed, all disbursements, which include all court costs, costs of subpoenas and summons, depositions, court reporters, reports, and all other costs, expenses and disbursements, including witness fees, photographs, travel including mileage at the IRS allowed reimbursement rate, lodging and meals, computerized legal research, postage, messenger and courier services, long distance and conference telephone charges, telecopier charges (at 25¢ per page - outgoing local and \$1.00 per page outgoing long distance), photocopies (at 15¢ per page), color copies at 25¢ per page, and all other out of pocket expenses directly incurred by us in investigation or handling of this matter (hereinafter referred to as "Disbursements"). We may incur these Disbursements on your behalf without further authorization from you.

Billing. We will submit periodic statements to you for accrued fees and disbursements which are due on receipt. These statements will be prepared and mailed during the month immediately following the month in which services are rendered and disbursements incurred, unless agreed otherwise. We may, in our discretion, submit statements to you more frequently. Unless we specifically do so in writing, we do not estimate total fees or disbursements. You will advise us of any objection to our statement within fourteen (14) days after we deliver it to you. We are not required to seek payment of fees or disbursements from any person other than you. We reserve rights to withdraw from the engagement if payments are not promptly received.

Joint Clients. If our representation of you involves more than one party, we advise you that there is no confidentiality between multiple clients, and any information one of you imparts to us will be disclosed to the other client or clients. Additionally, all information we learn in the course of our representation is not confidential in the event of a legal proceeding among you. Further, in the event of dispute among you involving the course of our representation, you must resolve such difference among yourselves without our assistance.

Use of Email. The firm uses unencrypted email to communicate with you and others on this matter and to transmit documents. You must advise us in writing if you have information that you do not want transmitted in this manner.

Favorable Outcome Not Warranted. We do not warrant or guarantee the results of this matter. All expressions relative thereto are merely our good faith opinion. You shall pay our fees and disbursements regardless of the results accomplished.

Attorney Lien. We shall have a general lien, in addition to any statutory lien, upon the money we place in our escrow account from your retainer and on any assets, whether now owned or hereafter acquired by you, for our fees and Disbursements. We shall not be in any way obligated to waive our Attorney Lien until our fees and disbursements have been paid in full. We shall not be liable to you for any loss you may incur because we exercise our Attorney Lien.

Retention and Disbursement. We may receive and pay our fees and disbursements from any money payable to you relating to the matters upon which we represent you.

Withdrawal. You may terminate our representation of you at any time. We may terminate our representation of you at any time after giving you adequate notice. In either event, you must pay us all accrued fees and Disbursements. Should you request the return of your file, we reserve the right to make and retain copies at your expense. We further reserve the right to retain your file and not provide copies until all fees and disbursements due us are paid.

No Continuing Obligation. Once the work for your case is complete, this firm has no obligation to inform you of future developments relative to legal work performed for you. It is advised that you periodically consult with an attorney with regard to any such future developments. In addition, it is advisable for you to consult with an attorney if there is a significant change in your circumstances.

File Retention. When the matter has been concluded, the file will be stored electronically for a period of ten (10) years. If we are required to retrieve the files, there will be a charge for that service. After that time, all files will be destroyed unless a prior arrangement for retention or return of the file has been agreed upon in writing.

Governing Law and Jurisdiction. This Agreement has been delivered, accepted and made in Lexington, Kentucky. It shall be construed and governed by the laws of the Commonwealth of Kentucky. You agree to the exclusive jurisdiction of any state or federal court located within Fayette County, Kentucky, and waive any objection based on forum non conveniens.

Binding Effect. This Agreement shall be binding upon our successors and assigns, and your respective heirs, executors, administrators and successors.

Waiver, Consent or Amendment. No waiver, amendment or modification hereof shall be binding upon us unless the same shall be in writing and signed by one of our fully authorized members, which writing shall be strictly construed.

Entirety of Agreement. This Agreement contains our entire agreement pertaining to our representing you in your case.

No Third Party Beneficiaries. This Agreement shall only benefit you and us.

Firm Approval. All new cases must be reviewed by the firm prior to acceptance. On accepting your case, we will execute this agreement and return it to you.