



SPENCE PARTNERS

ATTORNEYS AT LAW

ROBERT L. J. SPENCE, JR.
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June 23, 2023

VIA ELECTRONIC MAIL

Kenneth Walker, Esq.
GENERAL COUNSEL & CHIEF LEGAL OFFICER
Shelby County Board of Education
Office of the General Counsel
160 S. Hollywood, Room 218
Memphis, Tennessee 38112

Re: Engagement Agreement
Tikeila Rucker et al., v. Shelby County Board of Education, Carolyn Jackson, in her official capacity as Chief of Safety and Security for the Shelby County Board of Education
U.S. District Court Case No.: 2:23-cv-02358-SHL-cgc
Spence File No.: SCS1.PENDING

Dear Mr. Walker:

I very much enjoyed our recent discussion regarding the referenced matter and look forward to working with you and the Shelby County Board of Education ("Client")¹ in the referenced lawsuit.

The terms of this engagement letter will govern our representation. Upon completion of our legal services with respect to this matter, we hope you will choose to engage our firm ("Firm") to perform additional services for you in the future. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter will apply to this matter and to other hourly rate matters we are asked to undertake on your behalf. The terms of this engagement, as provided in this letter may only be modified in a writing signed by both parties.

Unless otherwise agreed with us in writing, our fees will be based on the time devoted to this matter by each attorney at their respective hourly rates in effect at the time the service is performed. The hourly rates, which are subject to periodic review and adjustment, are based on such considerations as the skill requisite to perform the particular services properly; the likelihood that the acceptance of the particular

¹ Carolyn Jackson is sued in her official capacity as Chief of Safety and Security. Therefore, this claim is also against the Shelby County Board of Education.

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employment will preclude other employment by the firm or the lawyers in question; the experience, reputation, and ability of the lawyers performing the services; and whether, in the event conflicts arise or have arisen, consents necessary to permit our firm to accept other engagements have been provided by you as requested. My current hourly rate for this type of matter is \$425.00 per hour; however, as to this matter I will charge a reduced rate of \$350.00 per hour. Other attorney personnel may work on this matter, and their hourly rates will also be reduced to \$300.00 per hour.

Client also agrees to reimburse the Firm for expenses incurred in the representation of Client. Examples of litigation expenses are: transcripts of depositions, third-party copier costs, service of subpoenas and pleadings, etc. Client shall reimburse the Firm for these expenses upon receipt of an expense invoice.

Client shall have the right to discharge the Firm at any time and for any reason. Similarly, the Firm has the right to withdraw from its representation of Client as required by the Tennessee Rules of Professional Responsibility and Professional Conduct. If these terms are acceptable, please sign this Engagement Agreement and return it to me at your earliest convenience.

As always, if you have any questions, please contact me. I look forward to working with you.

Very truly yours,

SPENCE PARTNERS


Robert L. J. Spence, Jr.

AGREED TO AND APPROVED BY:

DocuSigned by:


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Kenneth Walker, Esq.

General Counsel & Chief Legal Officer

June 27, 2023 | 14:09 CDT

Date