

March 24, 2026

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

Re: Investigation Concerning Fairfax High School (“the Matter”)

Dear John:

We appreciate Fairfax County Public Schools (“Client”) selecting McGuireWoods LLP (“McGuireWoods”) as your legal counsel in connection with the Matter. This letter, along with the attached McGuireWoods Standard Engagement Terms (dated 18 August 2025), state the terms of our engagement (“Engagement Agreement”), unless we mutually agree on different terms and confirm them in writing. Please review this letter and the attached terms, and contact me if you have any questions about the Engagement Agreement.

1. **Nature and Scope of Services.** In the Matter, McGuireWoods was retained by Client on March 19, 2026, to conduct a confidential, attorney-client privileged investigation concerning allegations of sexual harassment and/or assault of students at Fairfax High School. The investigation has been undertaken for the purpose of providing legal advice to Client. Both Client and McGuireWoods understand that the scope of the investigation may change as facts are developed.

Unless the previous paragraph limits the scope of our engagement, McGuireWoods will perform all services reasonably associated with our work on the Matter. If Client asks us to expand the scope of our work, and McGuireWoods agrees in writing to the expanded scope of work, the terms set out in the Engagement Agreement will apply to our work.

Unless such services are specifically mentioned above, our work on the Matter will not include (a) tax advice, or (b) advice on any disclosure obligations, including those imposed by federal securities law.

2. **Conflicts of Interest.** We did not identify any conflicts of interest that would prevent McGuireWoods from representing Client in the Matter.

Three sections of the Standard Engagement Terms – Consent to Representing Adverse Parties in Unrelated Matters; Consent to Representing Other Clients Adverse to Client; and Competing Client Interests – confirm your prospective consent to certain future conflicts of

interest. These provisions require no additional notice to you in the event we choose to rely on such prospective consents.

3. **Fees for Our Services.** Our fees are based on current hourly billing rates, which we usually adjust annually, of the lawyers and other timekeepers who work on the Matter. These rates vary depending on our lawyers' experience and expertise. Client has negotiated a reasonable rate and will be notified when we adjust our billing rates, which currently range from \$760.00 for new associates to \$1,850.00 for senior partners. We have agreed to provide you with a discount off of our standard hourly rates.

4. **Additional Terms.** The attached Standard Engagement Terms set out additional terms that govern McGuireWoods' representation of Client in the Matter. Those terms are part of the Engagement Agreement. Please review them carefully and contact me if you have any questions or concerns.

5. **Acceptance of Terms.** Please sign and return a copy of this letter to confirm your acceptance of the Engagement Agreement for the Matter. In the absence of a signature, instructing McGuireWoods to work on the Matter will constitute Client's full acceptance of the Engagement Agreement.

McGuireWoods is pleased Client has selected us to serve as counsel. We look forward to serving and working with Client. Please contact me promptly if the Engagement Agreement does not set forth your understanding of the scope and terms of our engagement, and feel free to call me in the future if you have any questions or concerns.

Sincerely,

McGuireWoods LLP

By: V. Kathleen Dougherty
V. Kathleen Dougherty

Attachment: McGuireWoods LLP Standard Engagement Terms, dated 18 August 2025

By executing this letter, I represent and warrant that I am duly authorized on Client's behalf in my representative capacity to do so, and I confirm that the Engagement Agreement accurately states the terms upon which Client has retained McGuireWoods in the Matter, and Client understands and agrees to be bound by those terms.

3/31/26
Date

Fairfax County Public Schools
By: [Signature]
Title: Division Counsel