

AGREEMENT FOR LEGAL SERVICES
between the
WILLOWS UNIFIED SCHOOL DISTRICT
and
KINGSLEY BOGARD THOMPSON LLP

This Agreement shall commence on _____, 2010, and is by and between the WILLOWS UNIFIED SCHOOL DISTRICT (hereinafter referred to as the “Client”) and KINGSLEY BOGARD THOMPSON LLP (hereinafter referred to as the “Firm”).

1. RECITALS

- 1.1 Whereas, the Client desires to obtain certain consultation, representation and legal services and to enter into a contract for such services with the Firm; and
- 1.2 Whereas, governing law authorizes the Client to enter into an agreement to obtain such services; and
- 1.3 The Firm desires to provide such services to the Client and to enter into an agreement to provide such services;

The parties hereby agree as follows:

2. SERVICES

- 2.1 At the Client’s request, the Firm shall provide consultation, representation and legal advice to the Client.
- 2.2 While not an exhaustive list, services to be provided include:
 - 2.2.1 Collective Bargaining Matters
 - a. Counsel concerning contract administration, including the processing of grievances and arbitrations which arise pursuant to the labor contracts.
 - b. Counsel concerning unfair practice charges which arise pursuant to labor negotiations or contract administration.
 - c. Provide representation before administrative agencies, fact finders and arbitrators.
 - d. Provide representation in state and federal court proceedings.

2.2.2 Personnel Matters

- a. Interpretation of California legal requirements in relation to personnel hiring, employment and termination.
- b. Provide advice regarding anti-discrimination laws and requirements, including assistance with Department of Fair Employment and Housing matters, Equal Employment Opportunity matters, and state and federal court matters.
- c. Assist with employee discipline and dismissal matters, including the development of performance improvement plans and training in effective supervisory and evaluative techniques.
- d. Provide representation before the Office of Administrative Hearings and other administrative agencies.
- e. Advise and assist in retirement, disability, layoff, and rehiring matters.

2.2.3 Special Education Matters

- a. Represent clients before the California Office of Administrative Hearings.
- b. Mediate disputes.
- c. Interpret California and Federal requirements regarding Individualized Education Programs and Section 504 services.
- d. Provide training to public school staff regarding implementation of, and compliance with, the laws and regulations applicable to students with disabilities.
- d. Advise and represent clients in discipline matters involving students with disabilities.

2.2.4 Draft and Review Contracts and Other Business Matters

- a. Review, draft and negotiate contracts for goods, services, contractors, and consultants.
- b. Develop and monitor bidding procedures to establish appropriate bid specifications and take appropriate steps to obtain workable bids.

2.2.5 Facilities Development and Property Law

- a. Assist with purchase and sale of real property and structures.
- b. Provide assistance and advice in the financing of facilities, including work on developer fee matters, assessment districts, general obligation bonds and certificates of participation.
- c. Provide assistance and representation before various public agencies and commissions.
- d. Advise regarding CEQA requirements.
- e. Other assistance regarding land use, zoning and permitting issues.

2.2.5 Client Policies and Procedures

- a. Interpret Client policies and procedures.
- b. Review, draft and revise Client policies and procedures.
- c. Recommend policies and procedures based upon recent California and federal court decisions, administrative rulings and regulations, and new state legislation.

2.2.6 Other

- a. Provide periodic review of court decisions and legislation relevant to governance of the Client, with a checklist of actions needed to be taken by the Client.
- b. Conduct workshops and seminars for Client personnel and the governing board on topics requested by the Client.
- c. Draft legislation.
- d. Provide other services as mutually agreed upon by the Client and the Firm.

2.3 The Firm may use the services of any attorneys in the Firm previously made known to the Client or subsequently approved by the Client and, subject to prior approval of the Client, may consult with experts in the performance of the services provided herein as the Firm deems appropriate. Consultation fees shall be paid by the Client.

3. COMPENSATION AND BILLING

- 3.1 The Firm agrees to provide services to the Client upon request of Client's designated representative(s) at the rates set forth in Exhibit 1.
- 3.2 The Client will be billed on a monthly basis for services rendered and for Firm expenses which are reasonably incurred to provide such services.
- 3.2.1 Fees are calculated upon the number of attorney hours and paralegal hours, including travel time, devoted to a client's representation.
- 3.2.2 Each bill will set forth the Firm's fees, specific costs/disbursements (e.g. transcripts, computer searches, and filing fees), and miscellaneous expenses incurred on the Client's behalf during the period.
- 3.3 Effective each subsequent July 1 that this Agreement is in effect, the rates set forth in Exhibit 1 are subject to increase. Typically, the increase shall be that percentage equal to the Consumer Price Index change as measured by All Urban Wage Earners and Clerical Workers, Western A, for the preceding twelve-month period (July 1 through June 30). Any such increase shall be rounded to the nearest dollar.

4. TERM

- 4.1 The term of this Agreement shall commence on the date first written above.
- 4.1.1 Subject to 4.1.2 below, it shall continue thereafter from month-to-month.
- 4.1.2 This Agreement may be terminated, at the will of either party, upon written notice to the other.

5. MISCELLANEOUS

5.1 Representation

- 5.1.1 The Firm must represent clients within the confines of the law and ethical restrictions placed upon all attorneys. The Firm cannot guarantee the successful conclusion of any legal matter or favorable outcome of any legal action. However, the Firm can, and will, within the bounds of ethics and the law do everything necessary and appropriate to obtain favorable results or otherwise further the legal interest of the Client.
- 5.1.2 See Exhibit 2 for the Firm's Fee Policy Statement.

5.2 Power of Attorney

The Client hereby provides the Firm with its power of attorney to execute on its behalf all documents relating to the matters for which the Firm has been retained, including pleadings, letters, contracts, settlement agreements, verifications, dismissals and orders. Notwithstanding this power, no disputed matter will be settled without the Client's prior consent.

5.3 Conflicts of Interest

It is understood and agreed that occasionally, because of ethical considerations, attorneys are required to withdraw from the representation of clients. While the Firm does not anticipate having to withdraw from the Client's representation, the Client is aware that because the Firm represents other clients, there is always a possibility that a conflict of interest might develop which would force the Firm to cease representing the Client. The Firm would only cease to represent the Client in the specific areas of conflict and only upon reasonable notice.

5.4 Resolution of Disputes

If any dispute arises in connection with this Agreement, or the services rendered hereunder, the parties agree to first attempt resolution through negotiation. If negotiations are unsuccessful, the parties agree that they will then attempt in good faith to settle the dispute by engaging in mediation before filing a lawsuit or making any other type of claim. Any complaint filed in municipal or superior court by a party, before the parties have attempted in good faith to conduct a mediation aimed at settling any such disputes, shall be subject to a motion to strike. All parties agree to cooperate in good faith in the prompt selection of a mediator or mediators and in the setting of a mediation session. Any fees of the mediator(s) or costs associated with the mediation proceedings conducted pursuant to this clause, unless the parties agree in writing otherwise, shall be divided equally among the parties.

5.5 Complete Agreement

The conditions set forth in this Agreement, including the Exhibits which are incorporated by reference, constitute the entire agreement by the parties for legal services, consultation and representation. No other promises, conditions or warranties have been made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date written above.

KINGSLEY BOGARD THOMPSON LLP

WILLOWS UNIFIED SCHOOL DISTRICT

By: _____
Kim Kingsley Bogard, Partner

By: _____

Dated: _____

Dated: _____

**Exhibit 1 to Agreement for Legal Services
COMPENSATION**

A. The Firm bills in 1/10-hour increments and details the services provided on a monthly basis.

1. Services will be provided to the Client, upon request, at the preferred public sector rate of:

| | |
|--------------------------------|--|
| Senior Partner | \$250.00 per hour (excluding negotiations) |
| Partner | \$230.00 per hour (excluding negotiations) |
| Senior Associate | \$201.00 per hour (excluding negotiations) |
| Associate | \$189.00 per hour |
| Table Negotiations with Unions | \$189.00 per hour (including work performed by Senior Partners and Partners) |
| Paralegal | \$110.00 per hour |

2. In addition, the Firm will provide the following services if specifically requested by the client:

extensive word processing services at a charge not to exceed \$34.00 per hour in the performance of services pursuant to this Agreement.

B. Except as noted below, the Firm does not have additional administrative charges:

1. The Client is charged back for costs advanced such as Federal Express, filing fees, court reporters, et cetera.
2. Expenses for travel (e.g. lodging and meals), if required, will be charged back to the Client. The Firm does not, however, charge for mileage.
3. There is typically no charge for photocopying. An exception occurs if the Firm is required to make, for the Client's benefit, an extraordinary number of copies. In such case, either the Client will copy or the Firm will copy at 25¢ per copy.
4. Should the Client request transfer of one or more files to another law firm, the Client will be charged for copying the files at a rate of 25¢ per page.

C. The Firm, if selected, agrees to be subject to the Client's Conflict of Interest Code.

**Exhibit 2 to Agreement for Legal Services
KINGSLEY BOGARD THOMPSON LLP
FEE POLICY STATEMENT**

As required by California Business and Professions Code Sections 6146 *et seq.*, the purpose of the following is to set forth our Firm's regular policies with respect to client engagements, fees, billings and the like. The Proposal accompanying this Fee Policy Statement sets out the general nature of the services to be provided.

Retainer Fees

There are two types of "retainers" frequently utilized in the legal profession.

The first is a "retainer deposit." A retainer deposit is routinely requested by the Firm of new private sector clients and of existing clients where unusual legal needs or other circumstances make such a deposit appropriate. Retainer deposits are always deposited to our Firm's Trust Account. No portion of any retainer deposit is moved from the Trust Account into the Firm's General Account except to reimburse the Firm for out-of-pocket expenses expended on behalf of a client or in payment of a billing which has been presented to the client.

The second type of retainer commonly used in the legal profession as a whole is the "acceptance retainer" or "monthly retainer." This type of retainer involves a fixed payment by a client which is deemed earned by the law firm when it is received. In exchange, the law firm either agrees to accept a particular matter or to provide particular services over a specified period of time or for a set number of hours which, many times, are provided at a preferred rate, and usually without any additional charges. As a matter of business policy, our Firm usually does not request or encourage these types of retainers. Normally, the Firm prefers to compute its billings based on services provided during a particular billing period.

Hourly Rates and Other Bases for Charging Attorney Time

Ethically, attorneys can set their charges on a number of bases including, but not limited to, special knowledge, experience, nature and size of the matter involved, time urgency, the results obtained, the value of the service to the client, and the time expended.

The vast majority of this Firm's billings for attorney services are computed on the additional time and charges basis where the time spent by individual attorneys is multiplied by an hourly billing rate and this results in that component of the bill attributable to the fee for attorney time. Time and charges billing continues to be the norm for this Firm's practice, although the Firm reserves the right to utilize the other factors described above. For example, an additional document charge may be added for the use of certain master documents that have been developed over time for use by our clients.

Occasionally, the Firm provides services for clients which go beyond traditional legal services. By agreement with the client, payments for such services may be distinguished from legal fees and be payable separately. Such agreements, when they are made, are reduced to writing.

The current hourly rates charged to new clients for attorneys practicing with this Firm vary, depending on the type matter involved. These rates are subject to change from time to time. Routinely, rates are adjusted on July 1 of each year. We will gladly provide you with the Firm's current hourly rates at any time upon request.

Other Standard Rates, Fees and Charges

Although the major component of a typical bill from the Firm is the charge for attorney time, bills may include other charges as well. There may be charges for staff time, and for out-of-pocket expenses which include (by way of example only) such items as filing fees, court reporters fees, travel expenses, photocopying and long-distance telephone charges. The amounts charged to clients to recover out-of-pocket expenses are the actual costs and do not include any profit factor. However, in some areas it is more cost effective to use a flat charge rather than to spend the time and effort necessary to specifically identify a charge. These charges are billed at a flat rate which represents a fair average charge.

General Nature of Services to be Provided

The Proposal to which this document is attached sets forth our understanding of the services which you have asked us to undertake on your behalf. Generally, the Firm attempts to document instructions to undertake any significant representation in writing. In on-going relationships or when time is of the essence, however, such a procedure often proves impractical and regular clients frequently prefer the simplicity of being able to initiate an assignment over the telephone. Accordingly, the Firm policy is to follow the wishes of clients when there is an on-going relationship and to accept oral assignments from such clients.

Respective Responsibilities of Attorney and Client

The opportunity to work with a client is a privilege. It is our obligation to provide cost effective legal services and to communicate regularly regarding progress on matters which you have entrusted to our care. We will also discuss with you time budgets for individual matters, where appropriate, and we will stay within those budgets in the absence of emergencies or subsequent discussions in which those budget parameters may be changed.

As a client, your obligation is to share with the Firm all of the information in your possession which will help the Firm represent you. You have an obligation to be candid about the matters we undertake for you, to process and pay our bills promptly and to advise us of any changes in your circumstances which you would want us to know about if you were in our possession.

Billings, Payments and Collection

Our billing cycle follows the calendar month. At the beginning of each month, we prepare and send our billings for the previous month. Sometimes, when a matter is in progress or when only a small amount of work has been performed, we may choose to delay billing. In such cases, a bill will be sent when the matter has progressed to the point that the client has seen some of the results or the bill is large enough that it is economically worthwhile to prepare and send it.

If you wish, you may request a current bill on a schedule different from the regular billing schedule. Under California law, you may make such a request once every thirty (30) days and the Firm must comply within ten (10) days. The Firm's ordinary practice is to comply with special requests immediately.

The Firm's typical billing format indicates the services performed on a daily basis and reflects, on a cumulative basis, the application of all the factors described above. If you ever have a question about a bill, you do the Firm a service by sharing your concern. If there are questions, however, you need to raise them promptly. Otherwise, these factors of the bill which caused you concern may continue to occur. Prompt raising of any question helps minimize problems.

Bills are due when presented. A client is considered current if no billing has been outstanding for more than thirty (30) days.

Estimates

Please understand that our Firm cannot give you any guarantees or make any representations as to the exact amount which you will incur for fees and costs in matters we handle for you.

The amount of time necessary to handle any given matter depends on the complexity of the issues involved and the posture and actions of other parties. Therefore, it is important to understand that although we may give you good faith estimates from time to time, they are no more than that — merely estimates. Actual fees and costs frequently vary from estimates (both up and down). Accordingly, estimates are not binding unless we have specifically agreed in writing to a maximum fee.

Termination

Each of the Firm's clients has the right to terminate our representation at any time. The Firm has the same right, provided we give the client a reasonable opportunity to arrange alternative representation.

Applicable Law

The services performed for you will be performed primarily in Sacramento County, California. All parties agree that this Agreement will be construed under California law, even if it is signed elsewhere, and any dispute which may arise from this Agreement shall be resolved in Sacramento County, California.

Conclusion

The Firm invites you to discuss with us, at any time, any concerns you may have about our services or our fees. We are in the business of providing services to our clients. If you see a way that we can improve our services, including our communications regarding financial matters, please bring the matter to our attention.