

June 6, 2012

Willows Unified School District
Attention: Mort Geivett
823 W. Laurel Street
Willows, CA 95988

Re: Legal Services Agreement

Dear Dr. Geivett:

We are pleased to represent Willows Unified School District ("Client" or "the Client") with respect to the matters described in this Agreement. The following sets forth the terms pursuant to which Burke, Williams & Sorensen, LLP ("Burke") and the Client agree that Burke will provide legal services to Client. The hallmark of any productive and professional relationship is effective communication. To that end, we invite you to contact us at any time, during or after our representation, with any questions you may have related to our representation or the matters described herein.

- 1. CONDITIONS.** The effective date of this Agreement will be July 1, 2012.
- 2. SCOPE OF SERVICES.** Client hires Burke to provide legal services as directed by the Client's Superintendent, administrators, or the Board of Trustees in its general business, legal, educational, and governance matters. No representation outside of the services set forth in this Agreement shall be provided by Burke to Client. No representation of any directors, officers, employees, or any other persons or entities affiliated with Client shall be provided unless such representation is expressly included in this Agreement. Burke will provide those legal services reasonably required to represent Client. Burke will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Services not described above will require a separate written agreement or a written modification of this Agreement.
- 3. CLIENT'S DUTIES.** Client agrees to be truthful with Burke, to cooperate, to keep Burke informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Burke's bills on time, and to keep Burke advised of Client's address, telephone number, and whereabouts. Client will assist Burke in providing necessary information and documents and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST. Before accepting representation of Client, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between Client and any other person or entity that would bar Burke from representing Client in general or in any of the specific matters listed herein. Burke has reviewed this issue in accordance with the Rules of Professional Conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to Client's representation. Client's execution and return of the enclosed copy of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California as to any and all representation arising under this Agreement.

5. DISCLOSURE. Pursuant to the requirements of California Business & Professions Code Section 6148, Burke hereby discloses that it maintains professional errors and omissions insurance.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Burke's prevailing rates for all time spent on Client's matter(s) by Burke's legal personnel. Current hourly rates for legal personnel are set forth in Attachment "A" to this Agreement.

Burke's rates are subject to change on 30 days' written notice to Client. If Client declines to pay increased rates, Burke will have the right to withdraw as Client's attorney.

Time will be billed in minimum increments of one-tenth (.1) of an hour. The time charged will include the time Burke spends on telephone calls relating to Client's matter(s), including calls with Client, witnesses, opposing counsel, or court personnel. The legal personnel assigned to Client's matter(s) may confer among themselves about the matter(s), as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing, or other proceeding, each will charge for the time spent. Burke will charge for time spent waiting in court and elsewhere and for both local and out-of-town travel time.

7. COSTS AND OTHER CHARGES.

(a) Costs, Disbursements, and Expenses. Burke will incur various costs and expenses in performing legal services under this Agreement. In addition to Burke's hourly fees, Client agrees to pay for all costs, disbursements, and expenses. These costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs (including parking), mileage, transportation, meals, and hotel costs, investigation expenses, consultants' fees, expert witness fees, professionals' fees, mediator fees, arbitrator fees, and/or special master fees, and other similar items. Except for the items listed below, all costs and expenses will be charged at Burke's cost.

In-office photocopying (per page):	\$.20
In-office color photocopying (per page):	\$1.00
Facsimile (per facsimile):	\$2.00
Mileage (per mile) (per IRS notices):	\$.555

(b) Experts, Consultants, and Investigators. To aid in the preparation or presentation of Client's case, it may be necessary to hire expert witnesses, consultants, investigators, and/or out-sourced support services. Client agrees to pay such fees and charges. Burke will select expert witnesses, consultants, investigators, or support services to be hired, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if a matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to third parties. All such fees and/or costs will be the sole responsibility of Client.

8. BILLING STATEMENTS. Client will receive monthly statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. However, Client may request a statement at intervals of less than 30 days. If Client so requests, Burke will provide a statement within 10 days]. All statements will show the amount due, rate charged, basis of calculation, or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE OR WITHDRAWAL. Client may discharge Burke at any time. Burke may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Burke's advice on a material matter, or any fact or circumstance that would render Burke's

continuing representation unlawful or unethical. At the conclusion of Burke's services, all unpaid charges will immediately become due and payable. Additionally, , Burke will, upon Client's request, deliver Client's files and any property in Burke's possession to Client, whether or not Client has paid for all services.

10. DOCUMENT RETENTION POLICY. Upon written request, Client is entitled to any files in Burke's possession relating to the legal services performed by Burke for Client, excluding Burke's internal accounting records and other documents not reasonably necessary to Client's representation, subject to Burke's right to make copies of any files requested by Client. Once a matter is concluded, Burke will close the file, and Client will receive notice thereof. Client's physical files may be sent to storage off-site, and thereafter there may be an administrative cost for retrieving them from storage. Thus, it is recommended that Client request the return of a file at the conclusion of a matter. Under Burke's document retention policy, Burke normally destroys files 5 years after a matter is closed, unless other arrangements are made with Client, or as otherwise required by law.

All client-supplied materials and all attorney end product (referred to generally as "client material") are the property of Client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of Burke. Attorney work product includes, for example, document drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

After the closing of a matter, Burke will notify Client of any Client materials that remain in Burke's possession. Client will be invited to retrieve these materials within 45 days of such notice, or Client may direct Burke to forward the materials to Client, at Client's expense.

After the 45-day period, Burke will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client materials that remain in Burke's possession.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Burke's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Burke makes no such promises or guarantees. Burke's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Burke shall not be a guarantee. Actual fees may vary from estimates given.

12. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL. If a dispute arises out of or relating to any aspect of this Agreement between Client and Burke, or the breach thereof, and if the dispute cannot be settled through negotiation, Burke and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect your right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and clients. However, should discussions, mediation, or the non-binding arbitration provided through a local bar association program not resolve the dispute, the dispute shall be determined by binding arbitration before the American Arbitration Association under its then prevailing commercial arbitration rules, except that discovery may be taken in that arbitration pursuant to the California Code of Civil Procedure. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice. The arbitration shall be held in Santa Clara County, California, unless Burke and Client mutually select another venue, and judgment may be entered upon the arbitrator's award by any court having jurisdiction. Should you refuse or neglect to appear or participate in the arbitration proceedings, the arbitrator is empowered to decide the claim or controversy in accordance with the evidence presented. You should realize that by accepting the arbitration provision, YOU WILL WAIVE YOUR RIGHT TO A JURY TRIAL AND THE RIGHT, EXCEPT UNDER LIMITED CIRCUMSTANCES, TO APPEAL THE ARBITRATOR'S DECISION.

_____ (Client Initial Here)

_____ (Burke Initial Here)

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

15. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

16. EFFECTIVE DATE. This Agreement will govern all legal services performed by Burke on behalf of Client commencing with the date Burke first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Burke the reasonable value of any services Burke may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE BURKE FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY-EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: _____

WILLOWS UNIFIED SCHOOL DISTRICT

By: _____
Mort Geivett, Superintendent

DATED: _____

BURKE, WILLIAMS & SORENSEN, LLP

By: _____
John J. Welsh
Managing Partner

ATTACHMENT "A"

Rates for attorneys and other timekeepers through June 30, 2013:

Shareholders:	Donald A. Velez/Amy Hoyt/John Yeh	\$250/hr
Associates	Monica Ahuja / Hans A. Gillinger	\$220/hr