

Retainer Agreement

1. Parties

Willows Unified School District ("WUSD") hereby retains the services of Burke, Williams & Sorensen, LLP ("BWS") to provide legal services.

2. Term

The term of this Retainer Agreement is from October 20, 2011 through June 30, 2012.

3. General Agreements

BWS will provide legal services to WUSD as directed by the Superintendent, administrators, or the Board of Trustees.

BWS will keep WUSD informed of significant legal developments affecting WUSD, and will promptly respond to WUSD's inquiries and concerns.

WUSD agrees to cooperate with BWS, to keep BWS informed of all material information and developments, and to pay BWS's invoices in a timely manner.

4. Fees and Costs

BWS will charge WUSD discounted hourly rates of \$210 - \$250 per hour for partners, special counsel and of counsel; \$185 - \$215 per hour for associates; and \$110 - \$125 per hour for paralegals and law clerks. Donald A. Velez shall be the partner in charge of all matters under this Agreement.

In addition to legal fees, BWS also may incur various costs and expenses in performing legal services or in subcontracting for ancillary services such as independent investigators. WUSD agrees to reimburse BWS for costs advanced on WUSD's behalf and to pay service providers promptly when BWS has asked them to bill WUSD directly. These items may include, but are not limited to, court filing fees, long distance telephone charges, messenger and other delivery fees, postage, black-and-white photocopying (@ 20¢ per page), color photocopying or printing (@ \$1 per page), outgoing facsimile transmissions (@ \$1 per page), mileage (at the prevailing IRS rate), travel expenses, charges for computer-assisted legal research, and other similar items.

5. Billing

BWS will provide WUSD with itemized monthly billings, with time listed in increments of 1/10 of an hour, along with copies of all receipts for costs incurred.

WUSD agrees to pay amounts due within 60 days. WUSD agrees to pay all amounts due within 30 days.

6. Insurance

Pursuant to Section 6148 of the *California Business and Professions Code*, BWS hereby informs WUSD that BWS carries errors-and-omissions insurance coverage applicable to the services to be rendered.

7. Document Retention

Upon the termination of the attorney-client relationship, WUSD will be invited to retrieve its files from BWS within 45 days, or WUSD may direct BWS to forward the files to WUSD at WUSD's expense. After the 45-day period, BWS will, consistent with applicable rules of professional conduct, use its discretion as to the retention or destruction of all files, attorney work product, and WUSD materials that remain with BWS.

8. Termination

WUSD may terminate this Agreement at any time and for any reason, but will be responsible for unpaid invoices.

In the exercise of BWS's sole discretion, and consistent with the professional rules of ethics, BWS reserves the right to withdraw from representing WUSD, and WUSD agrees to execute all documents reasonably necessary to complete BWS's withdrawal. Conduct which may cause BWS to withdraw includes, but is not limited to (a) WUSD's failure to timely pay BWS invoices; (b) WUSD's refusal to cooperate with BWS in a material matter; and (c) a fact or circumstance that would render continuing representation by BWS unlawful or unethical.

Date: October __, 2011

Mort Geivett, Superintendent, WILLOWS
UNIFIED SCHOOL DISTRICT

Date: October 20, 2011



Donald A. Velez., Esq., Partner
BURKE, WILLIAMS & SORENSEN, LLP