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May 28, 2013

VIA U.S. MAIL

Dr. Mort Geivett
Superintendent
Willows Unified School District
823 W. Laurel Street
Willows, CA 95988

Re: Legal Services Agreement with Burke, Williams & Sorensen, LLP
2013-2014

Dear Superintendent Geivett:

Burke, Williams & Sorensen, LLP is privileged to continue serving the Willows Unified School District for the 2013-2014 school year.

Burke's first priority remains serving the best interests of your school district. Consistent with our mission to provide your district with expert and efficient legal services, our hourly rates will remain unchanged from 2012-2013.

Formed in 1927, Burke, Williams & Sorensen, LLP, with nearly 100 attorneys in eight offices statewide, serves several hundred public agencies throughout California. Our depth uniquely situates us to partner with school district administrators and elected officials in navigating the complex landscape of education law while carrying out their challenging educational missions, always placing the best interests of the district first.

Our Education Law practice group provides comprehensive representation to public school districts in California. Our areas of specialty include Labor and Employment, Litigation, Real Property, Student Issues, Conflicts of Interest, Brown Act and Public Records Act compliance, and Charter School oversight. We represent a variety of school districts, from large urban unified school districts to smaller suburban elementary districts. We are sensitive to the unique legal issues facing school districts, and are experienced in navigating the unique culture of each district and its various constituents: parents, community, educators, elected officials, employees, advocates and, most importantly, students.

Dr. Mort Geivett
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Burke clients receive regular updates on education law, as well as a complementary copy of Burke's *Legal Trends*, an annual comprehensive update of public agency law.

Please contact us if you have any questions. We look forward to continuing to serve the District during the upcoming school year.

Very Truly Yours,

BURKE, WILLIAMS & SORENSEN, LLP



Donald A. Velez

DAV:sh
Enclosure

Our Education Law Practice Group provides comprehensive representation to public school districts in California. Our areas of specialty include Labor and Employment, Litigation, Real Property, Student Issues, Conflicts of Interest, Brown Act and Public Records Act compliance and Charter School oversight.

In serving public school districts, our first priority is to provide strong advocacy and sound, practical and efficient legal advice.

We represent a variety of school districts, from large urban unified school districts to smaller suburban elementary districts. We are sensitive to the unique legal issues facing school districts, and are experienced in navigating the unique culture of each district and its various constituents: parents, community, educators, elected officials, employees, advocates and, most importantly, students.

Formed in 1927, Burke, Williams & Sorensen, LLP, with nearly 100 attorneys in eight offices Statewide, serves several hundred public agencies throughout California. Our firm is uniquely situated to partner with school district administrators and elected officials in navigating the complex landscape of education law while carrying out their challenging educational missions. Our highest priority is always serving our clients' best interests in the most responsive and efficient way.



Some of the State's leading and most seasoned practitioners specialize in the areas of law that California public school districts face daily.

Areas of Expertise:

- *Labor Relations and Personnel.* Burke attorneys specialize in negotiations, grievances, arbitrations and have extensive experience before PERB. Our expertise includes certificated and classified discipline, dismissal and layoff, tenure and seniority, employee leave rights, and dealing with discrimination, disability and reasonable accommodation claims.
- *Charter School Oversight for School Districts.* We have extensive experience advising districts on charter petition review, oversight, revocation, facilities, litigation and legislation.
- *Real Property.* Our attorneys specialize in land use, eminent domain, zoning and school site issues.
- *Student Issues.* Our experience includes advising districts on student records, cyberbullying and student discipline.
- *Board Issues.* Burke attorneys have extensive experience in advising districts on conflicts of interest, and the Brown Act and Public Records Act.
- *Litigation.* We have a proven track record advocating for the rights of school districts in state and federal court, as well as various administrative agencies.



800.333.4297
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Ventura County



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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 July 1, 2013 through June 30, 2014.

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: May 31, 2013.


Mort Geivett, Superintendent, WILLOWS
UNIFIED SCHOOL DISTRICT

Date: May 28, 2013.


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