



DANNIS WOLIVER KELLEY

DONALD VELEZ
Attorney at Law
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SAN FRANCISCO

May 18, 2010

Steve Olmos, Ed.D.
Superintendent
Willows Unified School District
823 West Laurel Street
Willows, CA 95988

Re: Agreement for Professional Services

Dear Dr. Olmos:

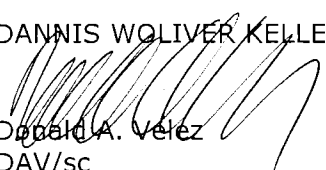
Thank you for the opportunity to represent the Willows Unified School District. As a law firm that specializes in representing school and community college districts, we understand the serious challenges you face and the importance of providing the District with the highest quality service within the confines of your budget, perhaps this year more than ever.

Dannis Woliver Kelley understands the impact of the current fiscal crisis on our public education clients. We have not raised our rate ranges since 2006 and will not do so for the 2010/11 school year, and we are continuing our 2% discount on all legal services other than bond-funded construction services or other approved discounted rates. Additionally, we are arranging with select clients flat-fee and other alternative billing protocols; if you are interested in such an arrangement please contact the undersigned. As always, we will continue to offer the District the efficient and prompt service you have come to expect.

We look forward to serving the Willows Unified School District in the coming school year. Please sign both originals of the agreement and return one signed original to our office. Please note that the date of Board approval should be shown in the executed document. If you have any questions regarding our services or agreement, please feel free to call.

Very truly yours,

DANNIS WOLIVER KELLEY

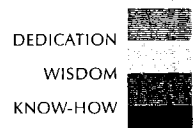

Donald A. Velez
DAV/sc
Enclosure

SAN FRANCISCO
71 Stevenson Street
19th Floor
San Francisco, CA 94105
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH
301 East Ocean Boulevard
Suite 1750
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO
750 B Street
Suite 2310
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

www.DWKesq.com



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of July, 2010, by and between the Willows Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

District appoints Attorney to represent, advise, and counsel it from July 1, 2010, through and including June 30, 2011, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

District agrees to pay Attorney two hundred ten dollars (\$210) to two hundred fifty dollars (\$250) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred fifteen dollars (\$215) per hour for associates; and one hundred ten dollars (\$110) to one hundred twenty-five dollars (\$125) per hour for paralegals and law clerks. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.3) of an hour. In addition, reasonable travel time will be charged at the regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, Attorney may pay for such costs and expenses and District shall advance costs and expenses to Attorney.

Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after

each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. Because Attorney does not represent many private entities or non-school public entities, Attorney will encounter fewer conflicts of interest than the District would encounter with law firms that represent those types of entities. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

WILLOWS UNIFIED SCHOOL DISTRICT

Steve Olmos, Ed.D.
Superintendent

Date

DANNIS WOLIVER KELLEY



Donald A. Velez
Attorney at Law



Date

At its public meeting of _____, 2010, the Board approved this Agreement and authorized the Board president, Superintendent or Designee to execute this Agreement.

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