

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of February, 2010, by and between the Willows Unified School District, hereinafter referred to as District, and Matt Juhl-Darlington and Associates, a law firm, hereinafter referred to as Attorney and or MJD, collectively Parties.

In consideration of the mutual agreements and promises contained herein, Parties agree as follows:

District appoints Attorney to advise, counsel, and represent it beginning February 1, 2010, including and through, February 1, 2011, and thereafter continuing as approved by both Parties whether orally or in writing. Any and all services performed by Attorney during the interim-period between the above beginning Agreement date and the date of Board action and approval of the Agreement are ratified henceforth by any subsequent Board approval.

Attorney agrees to periodically review relevant court decisions, legislation, and other legal issues. Attorney agrees to carry legal malpractice insurance and to keep it in force and current at all times.

District shall cooperate with Attorney, be truthful with Attorney, inform Attorney of developments, obligates itself to perform the terms agreed to in this Agreement, and shall pay bills from Attorney in a timely manner.

Attorney shall cooperate with District, be truthful with District, inform District of developments, and obligates itself to perform professional services under this Agreement.

District agrees to pay fees to Attorney in the following manner: For Matt Juhl-Darlington, the main contact for the District, for Associates, and for Special Counsel or Of-Counsel one hundred and ninety dollars (\$190) per hour; for paralegals and law clerks, one hundred twenty five dollars (\$125) per hour. Advice regarding substantive communications (e.g., email, telephone, and voicemail) is billed at a minimum increment of three-tenths (.3) of an hour. In the course of transit, Attorney may, from time to time, find it necessary to bill other clients while traveling.

Agreements for specific specialized projects or scopes of particular work may be made by mutual Agreement of the Parties for Attorney's legal services at other than the hourly rate as set forth above. At times, it may be necessary for Attorney to consult and/or collaborate with specialized counsel. Such specialized counsel will be billed at \$190 per hour.

District agrees to reimburse Attorney for necessary and actual costs and expenses with respect to the above-described services being provided, including such support services as facsimile transmittals, express/overnight postage, and copying costs. District agrees that said necessary and actual costs and expenses may in fact vary according to the special circumstances which may arise due to the request of District or emergency conditions which may actually develop. Costs or expenses are not marked-up by Attorney.

District agrees to pay for expenses and major costs by paying directly to third parties including, but not limited to, the following associated costs: service of pleadings; court reporters' fees;

arbitrators' fees; filing fees and other such charges that are assessed by courts and other public agencies; expert witness fees; jury fees; witness fees; consultants' fees; and expenses associated with investigation. Upon the mutual consent of the Parties, Attorney may pay for such associated expenses and costs and District shall advance said expenses and costs to Attorney.

Attorney agrees to send District a fee statement for fees and costs which have incurred every calendar month. Attorney's statement will clearly state the basis for said fees and costs, including the rate, amount, and basis for the determined calculation or other methods for determining associated Attorney's fees. District shall pay Attorney's fees within thirty (30) days after each statement's date. Upon District's request for additional fee statement information, Attorney agrees to provide a bill to District not later than ten (10) days after such 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 is an independent contractor and not an employee of the District while carrying-out and complying with the terms and conditions of this Agreement.

The Parties may individually terminate this Agreement by providing thirty (30) days written notice of termination to the other party.

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

WILLOWS UNIFIED SCHOOL DISTRICT

Dr. Steve Olmos
Superintendent

Date

MATT JUHL-DARLINGTON, AND ASSOCIATES

Matthew P. Juhl-Darlington
Attorney at Law

Date

At its public meeting of February 11, 2010, the Board approved this Agreement and authorized the Board president, Superintendent, or Designee to execute this Agreement.