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VIA E-MAIL ONLY

Cindy Cathey
Superintendent
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579-1222

Re: San Leandro Unified School District and Orbach, Huff & Suarez LLP

Dear Ms. Cathey:

Our firm is extremely pleased to continue to represent San Leandro Unified School District. This letter shall serve to outline the terms and conditions of that representation. If you have any questions concerning any of the information provided in this letter, I welcome your call.

1. Scope of Services. Our responsibilities on your behalf shall be to represent San Leandro Unified School District (District) in matters related to its property, business, facilities and construction and on other matters from time to time as your District may request.

2. Fees. The measure for our services will be the actual time expended performing legal services at hourly rates in effect at the time services are performed for the lawyers, paralegals and clerks who are directly involved in the matters for which you have retained us. Our regular hourly rates are $400 per hour for partners and of counsel; $275 to $300 per hour for associate attorneys; $100 to $150 per hour for paralegals; and $25 to $50 per hour for clerks. Because of its public mission and it being our privilege to perform services for your District, we will discount our regular rates and charge your District a maximum of $250 per hour for all attorneys, whether partner or associate. My rate (Phil Henderson) will be $225 per hour. Our firm may change the hourly rates for its personnel. We will, however, advise you as to any change in our hourly rates before they become effective.

3. Retainer. As a matter of policy, we require new clients of the firm to pay us an initial retainer to be applied towards fees and costs. In your instance, however, we are waiving this policy.

4. Expenses Incurred and Other Charges. In addition to our fee, we will expect your District to reimburse us for all expenses we incur on its behalf, including expert witness fees, long distance telephone calls, travel costs, air freight, commercial messengers, computer research terminal time and printing costs, secretarial and word processing overtime when dictated by your needs and the like; we will expect your District to pay us for all photocopying (currently 25¢ per page) and telecopying (currently $1.00 per page) done by us with respect to its matter(s).

5. Billing Practices. We will send an invoice to you monthly detailing all of the expenses incurred during the previous month. These invoices will be of sufficient detail to enable you to determine the nature of any expenses incurred.

6. Termination of Representation. The attorney-client relationship is one of mutual trust and confidence, and you are, of course, free to terminate our relationship at any time. We will also be free to terminate the relationship at any time, and should that unlikely event occur, we will do so in a manner which complies with applicable law, court rules and the Rules of Professional Conduct of the State Bar of California. These rules permit us to withdraw if, among other reasons, your conduct renders it unreasonably difficult for us to carry out the representation effectively.

7. Professional Liability Insurance. Orbach, Huff & Suarez LLP carries professional errors and omissions liability insurance. No representation is made by Orbach, Huff & Suarez LLP as to "insurance coverage" for the types of service which we may perform for you.

8. Mediation and Costs. We look forward to a beneficial and mutually productive relationship with your District. If, however, you become dissatisfied for any reason with the services we have performed, we encourage you to bring that to our attention immediately. It is our belief that most such problems can be resolved by good faith discussions between the parties. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussions between us. We believe that such disputes can be resolved more expeditiously and with less expense to all concerned by mediation than by court proceedings. Therefore, the parties will attempt to resolve all disputes through mediation with a mediator mutually agreed to by the parties. In any dispute, at any stage, the parties shall bear their own

attorneys' fees and costs.

9. Term. The term of this agreement and our representation of you shall begin on the date you indicate by your signature below and shall continue unless our representation is terminated as indicated herein.

If you agree with the foregoing, please print and sign two (2) copies of this letter, and return them to me. We will execute one of those and return it to you for your records. I look forward to continuing to work with you and thank you again for your trust in choosing Orbach, Huff & Suarez LLP. If you ever have any concerns about our work, please contact me at any time.

Very truly yours,
ORBACH, HUFF & SUAREZ LLP

/s/

Philip J. Henderson

Accepted and agreed by Orbach, Huff & Suarez LLP on _____, 2013

By: _____

The undersigned has read and understood this agreement, represents the authority to execute this agreement on behalf of San Leandro Unified School District, and acknowledges that this agreement is subject to mediation as provided above. The foregoing accurately sets forth all the terms of your engagement and is approved and accepted on _____, 2013.

By: _____

Title: _____

At its public meeting of _____, 2013, the District's Board of Education approved or ratified / will approve or ratify this Agreement.