GARCIA HERNÁNDEZ
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November 1, 2013

Dr. Mike McLaughlin, Superintendent
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

Re: Retainer for Legal Services

Dear Dr. McLaughlin:

Let me express Garcia, Hernández, Sawhney & Bermudez, LLP's appreciation to you and the San Leandro Unified School District (District) for providing us the opportunity to provide legal services to the District.

California Business and Professions Code Section 6148 requires a written fee agreement between the District and Garcia, Hernández, Sawhney & Bermudez, LLP (the "Firm"). The written fee agreement must set forth the scope of the legal services which the attorneys of the Firm have been retained to perform and the fees that we will charge for those services. We are also required to inform the District that we carry errors-and-omissions insurance coverage applicable to the services to be rendered, which I am pleased to confirm. This letter, when executed by an authorized representative of the District in the space provided below, is intended to fulfill the requirements of Section 6148.

Scope of Services

We have been retained to provide general legal services for the District. In that capacity, we provide all legal services reasonably required to represent the District's best interests in all matters forwarded to us for handling. We will keep the District informed of significant developments and promptly respond to all of its inquiries. For its part, the District agrees to cooperate with us, to keep us informed of developments, and to pay our bills and all costs incurred on its behalf in a timely manner.

Fees

We will provide general legal services to the District at a discounted blended rate of $225.00 per hour for all attorneys. The general legal services include most of the day-to-day legal issues the District may face, such as most labor and employment matters, student/special education issues, management issues, school law research and letter opinions, Brown Act, Board governance and attendance at Board meetings. At the request of the District, the Firm's attorneys are available to District staff for "office hours" for one or more days a week during mutually convenient dates and times. When the Firm's attorneys hold office hours on-site, the Firm will only bill the District for services it actually utilizes and the Firm's attorneys will work on other non-District matters when the District is not making use of their services.

The discounted blended rate would not apply to litigation, real estate, construction, public financing, environmental, and other specialty legal work. For these specialty items (except public financing), the Firm offers a three tier blended rate: $225/$250/$275 based on the years of experience of the attorney involved. In the event the District requires bond or public financing services, we will negotiate such rates with you, and by approval of this agreement, the Board of Trustees authorizes the Superintendent to agree to and attach such negotiated rates as an amendment to this retainer agreement.

Our practice is to provide legal services in the most cost-efficient basis possible. Not every legal task must be performed by an attorney. If a law clerk or paralegal can perform the work at a lower rate, a law clerk or paralegal will do the work. Our law clerk rate is $150.00 per hour. Our paralegal rate is $130.00 per hour.

The rates quoted above will remain in effect through June 30, 2014, and then, may increase each calendar year thereafter by the annual increase in the State Consumer Price Index ("CPI") measured from the average of the monthly increase in the preceding calendar year. The percentage increase in the CPI shall be determined through the use of the CPI publications of the Bureau of Labor Statistics, United States Department of Labor or its successor. In the event such CPI ceases to be published, the parties shall utilize such substitute index as common in the industry to measure cost of living increases.

Costs and Expenses

The District hereby authorizes us to incur all reasonable costs and to hire court reporters or other vendors or consultants when necessary to accomplish the tasks for which we have been retained. We reserve the right to advance payment on these costs or, in the alternative, to request the service provider/vendor to bill the District directly. The District agrees to reimburse us for costs advanced on its behalf and pay service providers/vendors promptly when we have asked them to bill the District directly. These items may include, without limitation, such expenses as filing fees, long distance telephone charges, messenger and other delivery fees, postage, photocopying at $0.20 per page, parking, charges for outside assisted legal research, investigation expenses, and consultants' fees; provided, however, that the Firm will absorb minor in-house copy jobs, facsimile and minor postage charges.

All costs incurred will be itemized on each monthly statement.

Billings

We will bill the District for legal services and costs on a monthly basis. The District agrees to pay the full amount set forth in our statements within 45 days.

Potential Conflict of Interest

Garcia, Hernández, Sawhney & Bermudez, LLP serves as legal counsel to the Alameda County Office of Education ("ACOE") from time to time and regularly makes one of our paralegals available to ACOE on a contract basis to serve as their student Appeals Coordinator.

While the District's interests are usually aligned with those of ACOE, there is the possibility that our concurrent representation may give rise to a conflict of interest. Apart from our paralegal's work as student Appeals Coordinator for ACOE, we will not advise either the District or ACOE as to any matters in which an actual conflict of interest develops between you. By signing this agreement, the District provides its written consent to the representation by Garcia, Hernández, Sawhney & Bermudez, LLP of the District, with the full understanding that we also currently serves as legal counsel for the ACOE and its Board of Education, and in such capacity, may be presented with a future conflict of interest. If such potential conflict becomes an actual conflict at any time in the future, the Superintendent will be notified of such conflict and given the opportunity to consent to proceed with the representation in light of the conflict. Absent such consent, we will decline to represent all entities involved with the dispute or disagreement. Your signature on this retainer agreement will operate as consent to the arrangement described above.

Termination

Either party may cancel this agreement without prior notice. The District may discharge us at any time without prior notice, and it agrees to execute all documents reasonably necessary to complete our discharge. In the exercise of our sole discretion and consistent with the rules of ethics, we reserve the right to withdraw from representing the District in any matter and the District agrees to execute all documents reasonably necessary to complete our withdrawal. Conduct which may cause the Firm to withdraw includes but is not limited to: (a) any failure to timely pay the Firm's statements or costs incurred by the Firm on behalf of the District; (b) any refusal to cooperate with the Firm in a material matter; or (c) any fact or circumstance that would render the Firm's continuing representation unlawful or unethical.

Upon termination of services under the Agreement, the Firm will close the District's file(s). The District's physical files may be sent to storage offsite, and thereafter the Firm shall be entitled to charge the District for the administrative costs of retrieving them from storage. Thus, the Firm recommends that the District request the return of its files if this Agreement is terminated. Under the Firm's document retention policy, files are normally destroyed five years after a matter is closed, unless other arrangements are made with the client.

Again, we appreciate the opportunity to represent the District's interests and to work with you and your administration. Should you have any questions, comments or concerns, please do not hesitate to give us a call.

Very truly yours,

Mary T. Hernández

Mary T. Hernández
Garcia, Hernández, Sawhney & Bermudez, LLP

On behalf of the San Leandro Unified School District, I have read and am authorized to agree to the foregoing:

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____

DR. MIKE MCLAUGHLIN
SUPERINTENDENT