ORBACH HUFF SUAREZ + HENDERSON LLP

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June 26, 2014

VIA E-MAIL ONLY

Mike McLaughlin, Ed.D.
Superintendent
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579-1222

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

Dear Dr. McLaughlin:

Our firm is extremely pleased 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, 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, in 1/10 hour increments, at hourly rates in effect at the time services are performed by the lawyers, paralegals and clerks who are directly involved in the matters for which you have retained us. Our regular hourly rates are $395-$445 per hour for partners and of counsel and $295-$355 per hour for associate attorneys. 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 the following: partners at a rate of $235 - $265 per hour; senior counsel/of counsel/senior associates at a rate of $225 - $255 per hour; associates at a rate of $215 - $235 per hour; paralegals at a rate of $100-$150; and clerks at a rate of $25-$50 per hour. My rate (Phil Henderson) will be $235 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. 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/faxing (currently $1.00 per page) done by us with respect to its matter(s).

4. 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.

5. 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.

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

7. 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.

8. 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 & Henderson LLP. If you ever have any concerns about our work, please contact me at any time.

Very truly yours,
ORBACH HUFF SUAREZ & HENDERSON LLP

/s/

Philip J. Henderson

Accepted and agreed by Orbach Huff Suarez & Henderson LLP on _____, 2014.

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 _____, 2014.

By: _____

Title: _____

At its public meeting of _____, 2014, the District's Board of Education approved or ratified / will approve or ratify this Agreement.