AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 6th day of October, 2011, by and between the San Leandro Unified School District, hereinafter referred to as District, and Dora J. Dome, 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 August 23, 2011, through and including June 30, 2012, 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 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 dollars ($200) per hour and one hundred dollars ($100) per hour for paralegals and/or law clerks, if it becomes cost-effective in Attorney's determination to use paralegal and/or law clerk support for discrete scopes of work. 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 $200 per hour.

Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour. In addition, reasonable travel time will be charged at <u>one-half</u> of Attorney's regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

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, and travel expenses such as reimbursement for mileage and tolls at standard rates. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or by 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.

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 may represent other 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.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

_____

Cindy Cathey, Superintendent Date

_____

Dora J. Dome, Attorney Date

At its public meeting of _____, the Board approved this Agreement and approved Superintendent's execution of this Agreement.