



AGREEMENT FOR LOZANO SMITH LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2015, between the Point Arena Schools District ("Client") and the law firm of Lozano Smith, LLP ("Attorney").

Client and Attorney agree as follows:

Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client has been advised of the right to seek independent legal advice regarding this Agreement.

Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

Client may choose to pre-pay for legal services. If Client elects to pre-pay, any amount of pre-payment will be held in trust by Attorney. Attorney will thereafter charge Client at 95% of the hourly professional rates on the attached rate schedule, reflecting a 5% discount, with such charges applying against the pre-paid amount on deposit until that amount is exhausted, at which point the hourly professional rates will be charged at 100% of the hourly professional rates on the attached rate schedule. The pre-payment and 5% discount do not apply to costs and expenses.

Attorney shall send Client a statement for fees and costs incurred every calendar month. Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

In addition to regular telephone, mail and other common business communication methods, Client authorizes Attorney to use facsimile transmissions, cellular telephone calls, unencrypted email, and other computer transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

SO AGREED:

POINT ARENA SCHOOLS DISTRICT

LOZANO SMITH, LLP

Colleen Cross, Ed.D. 6/10/15 Karen M. Rezendes June 1, 2015
Superintendent Date Managing Partner Date



PROFESSIONAL RATE SCHEDULE
FOR POINT ARENA SCHOOLS DISTRICT
(Effective July 1, 2015)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

| | |
|---------------------------------------|--------------------------|
| Partner / Senior Counsel / Of Counsel | \$ 215 - \$ 295 per hour |
| Associate | \$ 165 - \$ 250 per hour |
| Paralegal / Law Clerk | \$ 110 - \$ 150 per hour |
| Consultant | \$ 125 - \$ 195 per hour |

* Rates for Specific Attorneys Available Upon Request

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

| | |
|---|-------------------|
| In-office copying/electronic communication printing | \$ 0.25 per page |
| Facsimile | \$ 0.25 per page |
| Postage | Actual Usage |
| Mileage | IRS Standard Rate |

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

Karen M. Rezendes
Attorney at Law

E-mail: krezendes@lozanosmith.com

May 22, 2015

Colleen Cross
Superintendent
Point Arena Schools District
P.O. Box 87
Point Arena, CA 95468

Re: 2015-2016 Agreement for Legal Services

Dear Dr. Cross:

As the 2015-2016 year arrives, we first want to thank you for your confidence in allowing us to provide legal services in 2014-2015, and look forward to partnering with you in the upcoming year.

For 27 years, we have focused on tailoring our services to meet the unique needs of each client. We understand and remain committed to your mission of serving the public in the most cost effective manner. To help achieve this mission, Lozano Smith provides clients with a full suite of free resources, including Client News Briefs, webinars, workshops and handbooks on a variety of topics. Simultaneously, our bills are based on actual time spent, without any required minimum billing period for phone calls or email correspondence.

In addition, we also continue to use a "tiered" billing system to ensure that when appropriate, relatively newer attorneys can be utilized, providing you with cost savings. Each of our attorneys is placed at the appropriate "tier" based on their experience. At this point every year, we conduct a comprehensive review of our billing rates. As a result of our annual review, our legal staff fees have been adjusted to reflect updated tiered status for particular attorneys and years of experience. The tiers established in our current agreement for legal services are not changing and we will extend our current agreement into the 2015-2016 year. Should you have questions regarding the billing rate for a particular attorney, please feel free to contact us.

Because there are no changes to our agreement, there is no legal requirement for Board approval. However, if you prefer to take the matter to the Board, we would be happy to provide you with a new contract for 2015-2016.

We look forward to another rewarding year.

Sincerely,

LOZANO SMITH



Karen M. Rezendes
Managing Partner

KMR/jv

Limited Liability Partnership