

Karen M. Rezendes  
*Attorney at Law*

E-mail: [krezendes@lozanosmith.com](mailto:krezendes@lozanosmith.com)



June 5, 2017

Debra M. Hendricks  
Superintendent  
Sylvan Union Elementary School District  
605 Sylvan Avenue  
Modesto, CA 95350

Re: 2017-2018 Agreement for Legal Services

Dear Ms. Hendricks:

Thank you for the opportunity to partner with you during the 2016-17 school year. We appreciate the trust you place in Lozano Smith, and we look forward to another promising year for your district and students.

As a valued client, we invite you to take advantage of Lozano Smith's portal of client resources at ([LozanoSmith.com/clientresources](http://LozanoSmith.com/clientresources)). The portal contains resources for some of the most pertinent legal issues, and incorporates trainings prepared in partnership with the State's leading education associations.

As a firm, we will continue to bill actual time spent, without any required minimum billing period for phone calls or email correspondence. Our practice, designed to save costs for clients, will remain at the industry-leading 1/10 (.10) of an hour increment. In addition, we also continue to use a "tiered" billing system to ensure that when appropriate, associate attorneys can be utilized, providing you with cost savings. Each of our attorneys is placed at the appropriate "tier" based on their experience.

As part of an annual review, we adjust legal staff fees to reflect updated tiered status for attorneys based upon their years of experience. Our records indicate that we do not have a current contract with you on file. We have included two agreements for legal services for 2017-2018. Once your Board has approved the agreement, please retain one original, and sign and return the other to us in the enclosed, self-addressed envelope.

Ms. Hendricks

June 5, 2017

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Should you have questions regarding the billing rate for a particular attorney, please feel free to contact us.

We look forward to another rewarding year together.

Sincerely,

LOZANO SMITH

A handwritten signature in black ink, reading "Karen M. Rezendes". The signature is written in a cursive style with a large initial "K" and "R".

Karen M. Rezendes

Managing Partner

KMR/lt

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2017, between the SYLVAN UNION ELEMENTARY SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

I. **ENGAGEMENT.** 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 agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

II. **RATES TO BE CHARGED.** 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).

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X. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

XI. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

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d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

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XIII. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

XIV. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

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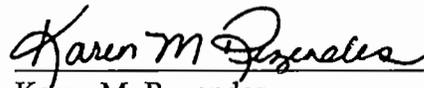
SO AGREED:

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LOZANO SMITH, LLP

\_\_\_\_\_  
Debra M. Hendricks  
Superintendent

Date

 June 5, 2017  
\_\_\_\_\_  
Karen M. Rezendes  
Managing Partner

Date

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FOR SYLVAN UNION ELEMENTARY SCHOOL DISTRICT  
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Client agrees to pay Attorney by the following standard hourly rate\*:

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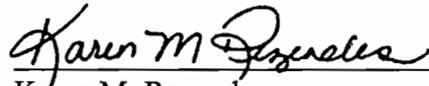
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