



September 28, 2021

Dr. Curt Dubost, Superintendent
Paso Robles Joint Unified School District
800 Niblick Road
Paso Robles, CA 93446

Re: Engagement Agreement, 2021-2022 School Year

Dear Dr. Dubost:

This letter will confirm that you, on behalf of the Board of Trustees of the Paso Robles Joint Unified School District ("District") have engaged Cunningham Law Group ("CLG") to perform the legal services described below. When you sign this document, this letter will evidence our agreement ("Agreement") with respect to those services. To the extent that California Business & Professions Code section 6148 applies to this engagement, this Agreement is intended to fulfill the requirements of that section.

Please read this letter carefully. If you have concerns, please feel free to contact us. We encourage you to discuss these matters with us at any time from the inception of this Agreement through the course of representation.

I. RECITALS

The scope of the requested representation is to advise and represent you in connection with representation with respect to special education and student discipline legal matters during the 2020-2021 school year ("Matter(s)").

The scope of our representation may be expanded from the work described above only if agreed upon in writing by both you and CLG. We cannot guarantee a particular result or outcome in the Matter for which we have been retained. Our responsibility in representing you is to provide effective legal services consistent with our ethical and professional responsibilities and based upon all available information.

You recognize and agree that one or more lawyers and/or paralegals at CLG may work on the Matter. However, Shauna Cunningham will be the attorney primarily responsible for this Matter.

This Agreement will be effective when it is countersigned by you. However, this Agreement will apply retroactively to any services we may provide in connection with the engagement before the date this Agreement is countersigned by you.

II. ATTORNEYS' FEES IN INDIVIDUAL ACTION

You agree to pay attorneys' fees on the following bases. It is understood that no specific fee is set by law, and that this fee has been specifically agreed to between the parties. Fees for the the Matter will be \$50,000 for the year. This amount shall cover all work in special education and discipline matters, excluding time and fees for hearing or trial. Such time shall be billed at the rate of \$240.00 per hour. Invoices shall be provided and paid on a monthly basis.

III. COSTS AND EXPENSES

You shall be responsible for all costs and expenses incurred while working on your Matter. These costs may include, without limitation, filing and other court-imposed fees, photocopying charges, telephone charges, on-line research charges, deposition costs, and travel expenses, including lodging, food and the like. With your advance authorization, CLG may employ outside investigators and other experts or consultants, whose fees and expenses shall be charged to you as costs.

CLG may, in its discretion, advance some costs and expenses, with reimbursements to be made by you upon periodic billing, upon termination of the Matter, or upon our discharge or withdrawal as attorneys, whichever occurs first. The reimbursement of any costs advanced is in addition to any billed attorneys' fees.

IV. COOPERATION AND RESOLUTION

You agree to cooperate fully with us in all aspects of the Matter. Examples of the assistance that you are required to provide may include: providing information and access to records, being available for consultation and deposition sessions upon reasonable notice, actively participating in the decision-making process with regard to potential resolutions or strategy, and paying this Firm's invoices as they come due.

V. RIGHT TO SEEK INDEPENDENT LEGAL ADVICE

Before entering into this Agreement, CLG has advised you of your right to seek the advice of an independent attorney concerning the terms and conditions of this Agreement. You may seek such independent advice as you desire concerning any questions on this matter.

VI. INSURANCE COVERAGE

CLG maintains errors and omissions insurance applicable to the legal services to be provided.

VII. ARBITRATION

2021-2022 PRJUSD Engagement Letter

Any dispute between you and CLG concerning attorneys' fees or other costs for professional services rendered by CLG pursuant to this Agreement will be, at your election, submitted to arbitration. If you elect to arbitrate such dispute, the arbitration shall be conducted pursuant to California Business & Professions Code sections 6200 et seq.

In the event of any arbitration, action, or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all costs and other expenses, including reasonable attorneys' fees, incurred by it in connection with or in preparation for such arbitration, action or proceeding.

Please review this Agreement carefully. If you have any questions about this Agreement, please contact me before signing the consent set forth below. In addition, you are free to consult with independent counsel regarding this Agreement or regarding any other matter related to CLG's representation of you.

Please sign and date this Agreement below, and return a signed copy to us by mail or email.

Sincerely,

/s/

Shauna Cunningham

I acknowledge that I have read, understood and agree to the terms set forth in this Agreement.

Dated: _____

Curt Dubost, Superintendent