

September 27, 2019

MOUSER LAW FIRM ATTORNEY-CLIENT REPRESENTATION AND FEE AGREEMENT

Mouser Law Firm, A Professional Corporation ("Attorney") and Campbell Union School District ("Client") hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as an independent contractor, not an employee, to provide legal services in the following "Matter": Education law advice, student services issues, administrative hearings, training workshops, and related professional services.

Attorney will provide those legal services reasonably required to represent Client. These same terms and conditions will apply to any other matter that Attorney agrees to handle for Client at Client's request, unless Client and Attorney enter into a separate written agreement regarding such other matter.

Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Copies of significant correspondence and documents will be sent to Client from time to time. If you need to reach Attorney and Attorney is unavailable, please leave a message disclosing the nature and urgency of the call. The call will be returned promptly, typically within one business day of receiving the message. If you have not received a return call at that time, please call or email again.

Services in any matter not described above will require a separate written agreement.

3. **CLIENT'S DUTIES.** In order for Attorney to represent Client effectively, Client agrees to assist and cooperate with Attorney. Client agrees to be truthful, complete, and forthcoming with Attorney, to cooperate, to arrange Client's employees to meet with Attorney when requested, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will promptly assist Attorney in providing necessary information and documents, will review documents promptly and perform other tasks when Attorney requests, and will appear when necessary at meetings, preparation sessions, hearings, and legal proceedings. Client's lack of cooperation or non-cooperation will be grounds for Attorney's withdrawal from representing Client.

Attorney preserves Client's secrets and confidential information. Client is required to provide Attorney with contact information for Attorney to use to communicate with Client. Emails and facsimiles may be seen by a third party with no right to view the information. Client agrees that Client will only provide telephone numbers, cellular numbers, facsimile numbers, mailing addresses, and email addresses that are acceptable for Client receiving confidential communications from Attorney. If Client has any telephone numbers, cellular numbers, facsimile numbers, mailing addresses, and email addresses which are not appropriate for receiving confidential communications, Client will notify Attorney in writing that Attorney should not use such items.

4. **DEPOSIT.** Client agrees to pay Attorney an initial deposit of \$0.00. As Attorney is not requiring an initial deposit, Client agrees that it is a material term of the Agreement that all invoices be promptly paid by Client.

5. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current discounted hourly rates for school districts for our legal personnel are as follows:

Senior Partners ----- \$310/hour
Associates ----- \$260/hour
Paralegals or law clerks ----- \$180/hour

BK. *80*

The rates on this schedule are subject to change. Effective on July 1 of each year, beginning on July 1, 2020, the hourly rate in each category will increase by ten dollars (\$10.00). Attorney reserves the right to adjust hourly rates upward in the future. If Client declines to pay increased rates, Client expressly agrees that Attorney will have the right to withdraw as attorney for Client.

The time charged will include the time Attorney spends on telephone calls or other communications relating to Client's matter, including calls with Client, witnesses, government agencies, opposing counsel, court personnel, or others. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

Time is charged in minimum units of one-quarter (.25) of an hour for the time involved in the work for Client.

6. COSTS, EXPENSES, AND OTHER CHARGES.

(a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, computer database searches (billed at vendor's standard retail rate), transcription or typing costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, airfare, transportation, FastTrak charges, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged to Client at Attorney's cost.

In-office photocopying	\$0.20/page
Facsimile charges	\$1.00/page
Mileage	IRS rate in effect at time of travel

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay promptly such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

(d) Damages, Fees, and Costs. Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

7. BILLING STATEMENTS. Attorney will send Client periodic statements for fees and costs incurred. Statements will typically be sent between the 1st and the 15th of the month. Payment of the full amount due, as reflected on the statement, will be due from Client to Attorney within 20 days of the statement's mailing or emailing date. Client may request a statement at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. See Paragraph 12 regarding Interest on amounts not paid after the due date.

Client agrees to review Attorney's statements promptly upon receipt and to notify Attorney, in writing, if there is any disagreement with the statement. Failure to communicate written disagreement with Attorney's statement within 60 days of Client's receipt shall establish that Client agrees that the billing statement accurately reflects the legal services performed and the proper charge for those legal services.

8. NO LITIGATION LIEN. As the Matter is not a litigation matter, Client does not grant Attorney a lien on claims or causes of action that are the subject of the representation under this Agreement.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter, Client's failure to pay any bill when due, or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. Attorney termination of representation would be subject to approval as may be required from any court in which Attorney is appearing on your behalf. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession, whether or not Client has paid for all services.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

11. DISPUTES AND ALTERNATIVE DISPUTE RESOLUTION

The terms of this section survive the termination of the Agreement.

A. MEDIATION CLAUSE

If a dispute arises out of or relating to any aspect of this Agreement between Attorney and Client, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to first try in good faith to settle the dispute by private mediation or fee mediation provided by local bar association programs before resorting to arbitration or any other dispute resolution procedure. The cost of such mediation shall be borne equally by the parties, unless otherwise stipulated in a settlement agreement between the parties. The sole and exclusive venue for the mediation shall be Contra Costa County, California.

B. ARBITRATION OF ALL DISPUTES INCLUDING CLAIMS OF MALPRACTICE

Any dispute between the parties [Attorney and Client] regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except as provided in paragraph 11.C. below) shall be submitted to final and binding arbitration upon the written request of one party after the providing of that request on the other party. The parties shall appoint one person from JAMS to hear and determine the dispute and the arbitration shall be conducted pursuant to JAMS's rules. If the parties cannot agree on a JAMS's arbitrator, then JAMS will provide a list of 11 JAMS's arbitrators. Client and Attorney will each strike a name in alternating sequence until one name remains, who shall then become the agreed Arbitrator. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. The cost of the arbitration, excluding attorney's fees, shall be borne by the losing party or in such proportion as the arbitrator shall decide. The parties shall bear their own legal fees and costs for all claims. The arbitrator shall have no authority to award attorney's fees or costs to the winning party, other than the arbitrator has authority to award the costs of the arbitrator's services to be paid in its entirety by the losing party. The sole and exclusive venue for the arbitration and or any legal dispute shall be Contra Costa County, California.

By signing the Agreement, Client confirms that Client has read and understands subparagraphs A and B above, and voluntarily agrees to mediation and binding arbitration. In doing so, Client voluntarily gives up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client has the right to have an independent lawyer of Client's choice review these mediation and arbitration provisions, and this entire Agreement, prior to signing this Agreement.

C. MANDATORY FEE ARBITRATION ("MFA")

Notwithstanding subparagraph B above, in any dispute over attorney's fees, costs or both subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect mandatory fee arbitration (MFA) pursuant to the mandatory fee arbitration procedures as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The MFA procedures permit a court trial after MFA, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration (11.B.) and either party rejects the MFA award and requests a trial or arbitration de novo within 30 days after the MFA award is mailed to the parties. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar MFA procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous paragraph 11.B., not 11.C.

If either party rejects a non-binding MFA award by timely submission of a request for trial or arbitration de novo, Attorney and Client agree that in lieu of a trial de novo in court, the trial after arbitration shall be binding arbitration pursuant to the provisions of paragraph 11.B., above. Where a pre-existing binding arbitration agreement exists such as in 11.B., if Client elects non-binding MFA, or Attorney requests it and Client agrees, the parties will proceed first to non-binding MFA. Thereafter, either party may enforce the original binding arbitration agreement provided that one of the parties commences the arbitration by filing a demand for arbitration within 30 days after the MFA award was served. This Agreement will not make the MFA binding, unless, after the dispute arises, both parties affirm in writing that the MFA will be binding, obviating the need for a later arbitration following MFA.

12. INTEREST CHARGES. If a billing statement is not paid when due, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUAL PERCENTAGE RATE). The unpaid balance will bear interest until paid.

13. OTHER PAYOR CLAUSE – INSURANCE. If Client believes or has informed Attorney that Client may have insurance coverage that may pay for some or all of Attorney's fees that may become due under this Agreement, Client can make a claim with the insurer for reimbursement of compensation paid to Attorney. It is understood, however, that if the insurance provider refuses or fails to reimburse Client for any reason, Client shall remain responsible for paying all Attorney's statements as they are rendered upon the billing and payment terms set forth in this Agreement. Should the insurance provider reimburse only a portion of the fees and costs, Client shall be responsible for all fees and costs.

14. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE. Pursuant to California Rule of Professional Conduct 1.4.2, I am informing you in writing that I do have professional liability insurance.

15. ENTIRE AND BINDING AGREEMENT. This Agreement contains the entire agreement of the parties with respect to this Matter and any other matter that Attorney agrees to perform on Client's request, unless such matter is covered by a separate written agreement between Attorney and Client. The Agreement supersedes any and all prior statements and understandings. No other agreement, statement, or promise (written, verbal, or implied) made on or before the effective date of this Agreement will be binding on the parties. By signing below, Client acknowledges that Client has carefully reviewed and understands the content of this Agreement and agrees to be bound by all of its terms and conditions.

16. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision that is enforceable and the remainder of the entire Agreement will be severable and remain in effect.

17. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

18. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value

of any services Attorney may have performed for Client.

19. DOCUMENT RETENTION POLICY. Attorney will retain its files on each matter handled for Client for five (5) years after the matter is closed. Attorney will then destroy those files unless Client has previously asked Attorney in writing to deliver those files to Client.

20. CONSENT TO ATTORNEY ALERTS AND COMMUNICATIONS. Attorney will send you periodic alerts or updates on court cases and legal changes. Attorney will also send Client notices on workshops and other training opportunities designed to help Client with daily legal concerns. Attorney will send these and other notices via regular mail and/or electronic mail at the mailing address or email address that Client provided for Attorney use.

21. TERMINATION OF ATTORNEY-CLIENT RELATIONSHIP. The attorney-client relationship between Client and Attorney will cease at the conclusion of the Matter. When ongoing advice has been requested, but Attorney is not asked by the Client to provide advice for one year from the last date the Attorney provided such ongoing advice, both Client and Attorney agree that the attorney-client relationship is terminated on the last day Attorney provided advice, without further action or notice by either party. All of the terms and conditions of this Agreement will remain in full force and effect, including the obligation to pay all unpaid fees and costs and the obligation to arbitrate any disputes. If you request additional legal services and Attorney agrees to perform the services after such termination, the terms and conditions of the agreement will apply with respect to such services unless Client and Attorney enter into a new written agreement with respect to such services.

22. DURATION. This agreement begins on September 27, 2019, and terminates on June 30, 2024, which is under the maximum of five (5) years duration. (Education Code section 17596.) Either the District or Attorney may terminate this agreement on 30 days' written notice.

THE PARTIES HAVE READ AND UNDERSTOOD THE TERMS AND AGREE TO THE TERMS AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

CLIENT

DATED: _____

Client Representative's Signature

Print Name: _____

Print Title: _____

DATED: _____

MOUSER LAW FIRM, a Professional Corporation

By: _____
Deanna Mouser, Managing Shareholder

Client Contact Information for Confidential Communications from Attorney

Direct Dial Phone:	Cell Phone:
Address:	Email:
	Facsimile: