

Law Office of Anthony H. Trembley

September 10, 2018

VIA EMAIL

Ms. Meg Jette
Assistant Superintendent, Business Services
Santa Barbara Unified School District
720 Santa Barbara Street
Santa Barbara, CA 93101

Re: Engagement Agreement/2018-19 School Year

Dear Ms. Jette:

Thank you very much for the opportunity to represent the Santa Barbara Unified School District ("District"). The following agreement ("Agreement") sets forth the terms of our engagement for the 2018-19 school year.

Since October 27, 2017, my office has been retained to provide legal services to the District in connection with pupil and other related matters. I will endeavor to communicate with the District, and perform such services, in a timely, efficient and professional manner.

The District will pay my office a basic hourly rate of \$250 for legal services. Any services rendered in connection with litigation shall be billed at an hourly rate of \$275. Rates are billed in minimum increments of one-tenth (1/10th) of an hour. My office will provide the District with thirty (30) days' advance notice of any adjustment in the basic hourly rate. All time spent on behalf of the District shall be billed, including without limitation time spent in travel and waiting in court.

The District shall pay my office all costs and expenses incurred in performing legal services for the District. Such costs shall include services provided directly by my office and those services provided by outside vendors, service providers or retained experts. Costs and expenses include without limitation telephone calls, messenger and other delivery fees, postage, charges for computer research and outside assisted legal research, travel expenses such as mileage, parking, airfare, meals and hotel accommodations, photocopying and other reproduction charges, word processing charges, process server's fees, filing fees and other charges assessed by courts and other public agencies, court reporter's fees, jury fees, witness fees, and other similar items. My office reserves the right to pass directly to the District, and the District agrees to promptly and directly pay, costs and expenses from such third party vendors, providers and experts.

My office will send the District on a monthly basis an itemized invoice for fees and costs incurred. Invoices will describe all services provided on a particular date and set forth the entire time billed for the work. Invoices are due upon receipt and are considered past due after thirty (30) days. The District agrees to promptly review my invoices upon receipt and within thirty (30) days thereafter notify my office of any adjustments or reductions the District believes are necessary. The District agrees that its failure to timely review invoices or bring objections to my attention shall constitute a waiver of any objection and shall be deemed acceptance of the propriety of the invoice.

2801 Townsgate Road, Suite 200 • Westlake Village, California 91361
Phone: (805) 418-5328 • tony@trembleylaw.com

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My office makes no representations or guarantees on the outcome of any aspect of its representation of the District. So that my office can effectively render legal services to the District, it is critical that the District disclose all material facts and keep my office informed of all matters relevant to the described representation.

The District shall have the right at any time to terminate the services of my office upon written notice. Upon receipt of such notice, my office shall immediately cease rendering additional services to the District. Such termination shall not, however, relieve the District of the obligation to pay the fees and costs due prior to such termination. Similarly, my office shall have the right at any time to terminate and withdraw from representation of the District. In such event, the District shall take all steps necessary to free my office of any obligation to perform further legal services, including the execution of any documents necessary to complete my office's discharge or withdrawal. My office's right(s) hereunder are in addition to those created by statute or recognized by the *California Rules of Professional Conduct*, which are the rules regulating the professional conduct of members of the State Bar of California.

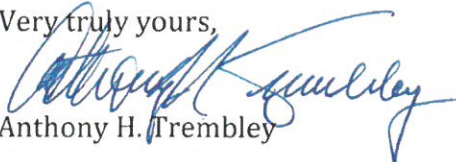
In the event of any dispute between the parties to this Agreement regarding attorneys' fees or costs charged by my office, the District shall have the right to arbitrate the dispute in accordance with Section 6200 of the Business and Professions Code.

Please note that my office carries professional liability insurance covering any errors and omissions in connection with the performance of legal services as contemplated herein.

The District and my office agree that this letter constitutes the entire agreement between them regarding the representation described herein. This letter supersedes any and all other agreements, understandings or discussions (whether oral or written, express or implied) between them regarding the representation. The District and my office agree that the terms of this letter agreement cannot be amended or modified except by a writing signed by both parties.

Again, thank you for the opportunity to provide legal services to the District. If the terms of this Agreement are acceptable, please sign the enclosed copy of this letter where indicated below and return the executed Agreement to my office. Both parties are entitled to a signed original of this Agreement.

Very truly yours,



Anthony H. Trembley

Agreed and Accepted:

Date: _____

Meg Jette
Assistant Superintendent, Business Services
Santa Barbara Unified School District