DWK
DANNIS WOLIVER KELLEY
Attorneys at Law

MATTHEW P. JUHL-DARLINGTON
Attorney at Law
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San Francisco

June 5, 2026

VIA EMAIL

Emmett Koerperich
Superintendent
Willows Unified School District
823 West Laurel Street
Willows, CA 95988-2830

Re: 2026-2028 Agreement for Professional Services

Dear Mr. Koerperich:

Dannis Woliver Kelley (DWK) is honored to serve as your trusted legal counsel. We stand with you to support your core mission of educating and preparing children and young adults to be responsible, mindful citizens. We are especially pleased to share that 2026 marks DWK's 50th Anniversary as California's leading education law firm! This milestone belongs not just to us but also to you: the clients, educators, and leaders who have trusted us with your mission for five decades.

Our current Agreement for Professional Services expires on June 30, 2026. Attached is our proposed Agreement for the 2026–2027 and 2027–2028 school years. Our rate ranges have remained unchanged since 2024. Under the attached Agreement, the top end of our attorney classification rate ranges will increase by up to seven percent (7%). One attorney's rate, Gregory Dannis, will increase by three percent (3%) for the 2026–2027 school year and by an additional five percent (5%) for the 2027–2028 school year. Non-attorney rates, including law clerk and paralegal rates, will also increase.

We agree to maintain these rate ranges for the full two-year term of the Agreement, meaning there will be no changes to the billing ranges during that period. Individual attorney and non-attorney hourly rates, however, may be adjusted within the approved ranges during the term of the Agreement.

Once the Agreement is approved by the governing board, please sign it, insert the date of Board approval and return to the undersigned via email.

We look forward to continuing to serve you in the coming school years and to building on our mutually rewarding partnership. We also hope to see you at one of the many educational and social events we have planned in 2026. Whether you connect with us in a convention hall, a digital classroom, or elsewhere, you can expect a little extra "Golden Anniversary" spirit throughout the year.

Best regards,

Matthew P. Juhl-Darlington

MJD:jm

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San Diego, CA 92101
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FAX 619.702.6202

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2485 Notre Dame Blvd
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SACRAMENTO
555 Capitol Mall
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Sacramento, CA 95814
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2nd Floor
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TEL 510.345.6000
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FRESNO
1690 W. Shaw Avenue
Suite 220
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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on June 5, 2026, by and between the Willows Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2026, through and including June 30, 2028, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of governing board action approving this Agreement are hereby ratified by said governing board approval.

Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice. Nothing in this Agreement and nothing in Attorney's statements to District should be construed as a promise or guarantee about the outcome of any matter.

DISTRICT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney at the following hourly rates: two hundred seventy-five dollars ($275) to four hundred twenty dollars ($420) for Shareholders and Of Counsel; two hundred fifty-five dollars ($255) to three hundred thirty-five dollars ($335) for Special Counsel; two hundred five dollars ($205) to two hundred ninety-five dollars ($295) for Associates; one hundred forty dollars ($140) to two hundred five dollars ($205) for Law Clerks (up to $245 if licensed in another state); one hundred forty dollars ($140) to two hundred thirty dollars ($230) per hour for Paralegals; two hundred five dollars ($205) to three hundred thirty-five dollars ($335) for Legal Investigations Specialists; and four hundred fifteen dollars ($415) to four hundred ninety-five dollars ($495) for Shareholder Emeritus. Rates for individual attorneys, paralegals, law clerks, and legal investigations specialists may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services to be provided with the exception of Greg Dannis whose hourly rate shall be $500 for the 2026–2027 school year and $525 for the 2027–2028 school year.

Agreements for fees for legal services at other than the hourly rates set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to District and shall apply to all services rendered after such notice is given.

Time is billed in minimum increments of one-tenth (.1) of an hour, except the first entry for any day will be billed at a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for a District matter, or while attending meetings with or for District, it may be necessary for Attorney to concurrently work for and bill other clients. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the District and Attorney.

OTHER CHARGES. District agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at $0.10 per page), postage (only charged if in excess of $1.00), and computerized legal research and electronic record storage and review platforms

(i.e., Westlaw, e-discovery). District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified. Any discount received on such services is passed along to District by Attorney.

District further agrees to pay third parties, indirectly through Attorney, for other costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. District will reimburse Attorney for such costs or may, upon agreement of District and Attorney, advance payment to Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date pursuant to the payment instructions provided on Attorneys' invoice.

ARBITRATION OF FEE DISPUTE. In order to avoid litigation in the event of any dispute concerning billings, it is agreed that any such dispute shall be submitted exclusively to binding arbitration before the American Arbitration Association. The arbitrator shall determine the rights and obligations of District and Attorney according to the substantive and procedural laws of California. District acknowledges that by agreeing to arbitration, District is giving up the right to a jury trial. Judgement on any arbitration award may be entered by any court of competent jurisdiction.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will comply with any applicable fingerprinting, background check, vaccine, or testing requirements.

CONSENT TO USE OF ELECTRONIC COMMUNICATION, GENERATIVE ARTIFICIAL INTELLIGENCE (AI) AND CLOUD SERVICES. To provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using electronic communication services. Because electronic communication continues to evolve, there may be risks in communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such use of electronic communication services with District and District's representatives and agents. In addition, Attorney uses cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such cloud-based services. The Firm may also utilize Generative AI tools to facilitate certain legal services. Such tools are used solely as aids and do not replace legal judgment. The Firm will follow applicable confidentiality standards where Client data is processed by third-party AI providers. By entering into this Agreement, District is consenting to such use of the tools identified herein.

FILE RETENTION. Attorney will retain files related to representation of District for a minimum period of seven (7) years after the conclusion of the Attorney's services for District. During this period, Attorney may retain such files exclusively in digital format and may destroy original paper documents provided by the District after they are digitized unless the District requests the return of originals in writing. At the expiration of the seven (7)-year period, Attorney may destroy such files, including paper or digital copies, unless District notifies Attorney in writing that District wishes to take possession of them. Attorney agrees to provide a digital copy of all files related to representation of District upon District's request, excluding Attorney's internal files (e.g., administrative records and attorney work product, including drafts, notes, internal memoranda, and research prepared for Attorney's internal use) which are the Attorney's property.

PRIVACY NOTICE OF COLLECTION OF PERSONAL INFORMATION. Attorney respects the District's privacy and aims to be transparent with District. For this reason, Attorney has adopted a privacy policy that describes all the information Attorney collects from or about District employees in the course of providing the District with legal services, as well as how Attorney uses this information and how long Attorney will retain it. Attorney's privacy policy, which also describes the District's rights as a consumer under applicable law, is accessible on Attorney's website at https://www.dwkesq.com/ccpa/. The terms and disclosures of this privacy policy are incorporated herein, and the signature on the agreement below confirms that District has read or will read Attorney's privacy policy. If the District has any questions regarding Attorney's privacy policy or its rights, the District should email Attorney at DataSecurity@dwkesq.com.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

WILLOWS UNIFIED SCHOOL DISTRICT

Emmett Koerperich
Superintendent

6-5-26
Date

DANNIS WOLIVER KELLEY

Matthew P. Juhl-Darlington
Attorney at Law

June 5, 2026
Date

At its public meeting of_____, 2026, the District's governing board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.