

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is by and between Perris Union High School District ("Client") and the Law Firm of Megan Watt ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective October 18, 2018 through June 30, 2019 ("Term of Agreement"):

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 its legal representative/counsel with respect to matters Client specifically refers to Attorney. Upon acceptance of a specific matter by Attorney, Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. CLIENT'S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised 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 and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement. In addition, Attorney may engage qualified non-attorney services or consultants in furtherance of its representation of Client, any costs incurred for additional services or consultants will be approved by Client prior to being incurred or invoiced.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will communicate and transmit documents using e-mail. In addition, Attorney may use a cloud based computing service with servers located in a facility other than Attorney's office. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in the attached

Professional Rate Sheet, incorporated herein. The rates on the Professional Rate Sheet are subject to change on sixty (60) days' written notice to Client. If Client declines to pay the increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. Attorney and Client may mutually agree in writing to amend this amount at any time.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These may include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/ reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. Client will also be charged the hourly rates for the time legal personnel spend traveling. (c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING INVOICES. Attorney will send Client invoices for fees and costs incurred. Each invoice shall be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. If Client requests a bill, Attorney will provide one within ten (10) business days. The invoices shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, upon request costs can be identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may, in writing, discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

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 any matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of any matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may only be modified by a written, fully executed amendment/agreement of both parties.

13. 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 and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal and consulting services performed by Attorney on behalf of Client commencing with the Effective Date above.

16. REPRESENTATION. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE EFFECTIVE DATE ABOVE. IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

PERRIS UNION HIGH SCHOOL DISTRICT	LAW OFFICE OF MEGAN WATT
Signature:	Signature:
Date:	Date:

PROFESSIONAL RATE SHEET
Perris Union High School District
July 1, 2018 through June 30, 2019

Consistent with Sections 6 and 7 above:

I. HOURLY PROFESSIONAL RATES: Client agrees to pay Attorney by the following standard hourly rate:

Megan Watt- \$240 per hour or fraction thereof

Paralegal- \$110 per hour or fraction thereof

2. COSTS AND EXPENSES: No charge for in office photocopying, standard postage, legal research subscriptions, phone calls or text messages. Mileage will be charged per Standard IRS Rates. Travel time shall be charged from the Attorney/Paralegal's principal place of business to the destination and shall be prorated if Attorney/Paralegal travels for two or more clients on the same trip. Other costs, such as messenger, overnight mailing, meals, and lodging shall be charged on an actual and necessary basis as incurred.