

CONTRACT FOR LEGAL AND CONSULTANT SERVICES

THIS WRITTEN FEE CONTRACT ("Contract") is entered into by and between EXCEL ACADEMY CHARTER SCHOOLS, a California non-profit public benefit corporation ("EACS" or "Client"), and McDougal Boehmer Foley Lyon Mitchell & Erickson ("Attorneys and/or Consultants") as authorized by the Education Code, Government Code, and Public Contracts Code.

1. **Scope of Agreement:** Client hires Attorneys to provide legal and consultant services in connection with the operation of the EACS. Attorneys will provide those legal and consultant services reasonably required to represent Client. If at any point a charge or complaint is filed, Attorneys' services will include handling the case through hearing or trial and all appeals and execution on any judgment obtained. This Agreement shall commence on January 1, 2023, and shall continue in effect until terminated, modified or amended. This Agreement may be modified or amended by the parties in writing. This Agreement may be terminated by the Client at any time with written notice to Attorneys.

2. **Fee Arrangement:** Client agrees to pay to Attorney the sum of \$157.50 per hour of Attorney time for all matters relating to legal services. Client further agrees to pay \$115.00 per hour for Law Clerk/Paralegal time to the extent time is expended in the performance of the above-described services, plus reasonable costs and expenses as described herein. All sums due under this Agreement shall be paid by the Client monthly in arrears upon receipt of a statement for fees and costs incurred on a monthly basis. There is no retainer or minimum commitment.

The parties expressly agree that Attorneys may increase the billable rates set forth above upon providing notice to Client at least thirty days in advance. Said increase may occur no more than once per year.

3. **Billing Practices:** Attorneys bill in minimum units of 0.1 hours (6 minutes) for any task. Telephone calls with Client's administrators and board members lasting less than 15 minutes shall appear on the billing statement but not be charged to Client.

4. **Costs and Other Charges in General:** Attorneys may incur various costs and expenses in performing legal services under this contract. Client agrees to pay for these actual costs and expenses, without markup, in addition to the hourly charges for services rendered. The costs and expenses commonly include sheriffs', marshals' and process servers' fees, filing fees and other charges assessed by courts and other public agencies, court reporters' fees, jury fees, witness fees, travel expenses (e.g., air fare, lodging and car rental), messenger and other delivery fees, postage, charges for computer research and outside assisted legal research, investigation expenses, consultants' fees, expert witness fees, mileage and parking, photocopying and other reproduction, and other similar items.

5. **Billing Statements:** Attorneys will send Client an invoice and a statement for fees and costs incurred on a monthly basis. Costs and expenses shall be identified separately from hourly fees on Attorneys' statement. For Attorneys' fees, the statements shall clearly state the matter, a description of the work done, the amount, and the time spent and the hourly rate, (or other method of determination). Attorneys shall also present Client with a monthly invoice for costs, expenses, and hourly fees for services rendered. Client only provides payment upon presentation of an invoice (i.e., not upon receipt of a statement only). Invoices shall be paid by Client net 45 days. Attorneys shall also provide Client with an invoice and/or statement within ten (10) days of Client's request.

6. **Duties of Attorneys/Consultant and Client:** Attorneys shall provide those legal and consulting services reasonably required to represent Client in matters described in paragraph 1 of this contract. Attorneys shall also take reasonable steps to keep Client informed and to respond to Client's inquiries. Client shall cooperate with Attorneys, keep them informed of developments, perform the obligations as agreed to under this agreement, and pay Attorneys' bills in a timely manner.

7. **Discharge and Withdrawal:** Client may discharge Attorneys at any time by written notice. Attorneys may withdraw only for cause. Among the facts constituting cause of Client's breach of this contract include Client's refusal to cooperate with Attorneys or to follow its advice in a material matter, or

any fact or circumstance that would render Attorneys' continuing representation of Client unlawful or unethical. Attorneys and Client agree to sign any documents reasonably necessary to effect or complete Attorneys' discharge or withdrawal.

8. **Termination and Conclusion:** Upon the termination or conclusion of services, all unpaid charges for services rendered and costs incurred or advanced through the termination or conclusion date shall become immediately due and payable.

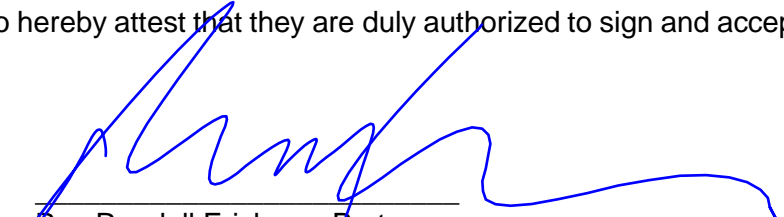
9. **Insurance:** Attorney maintains errors and omissions insurance coverage applicable to services to be rendered.

10. **Disclaimer of Guarantee:** Attorneys make no promises or guarantees to Client about the outcome of matters in which they represent Client, and nothing in this contract shall be construed as such a promise or guarantee.

11. **Written Contract Required by Law:** This document constitutes the written fee agreement between Attorneys and Client required by California Business and Professions Code Section 6148. Client shall be presumed to be in agreement with all the provisions set forth in this document when Client duly signs it.

In witness whereof Attorneys and Client do hereby attest that they are duly authorized to sign and accept the terms of this Contract.

Dated: 1/3/2023



Rex Randall Erickson, Partner
McDougal Boehmer Foley Lyon Mitchell & Erickson
8100 La Mesa Blvd., Suite 200
La Mesa, California 91942
Phone: (619) 440-4444

As the duly authorized representative of the Excel Academy Charter Schools, a California non-profit public benefit corporation ("EACS" or "Client"), I accept the terms of this contract.

Dated: _____

Heidi Gasca, CEO
Excel Academy Charter Schools
1 Technology Drive, Bldg. I, Suite #811
Irvine, California 92618

Its: _____