

**AGREEMENT FOR THE PROVISION OF LEGAL SERVICES BY
EDWARDS, STEVENS & TUCKER LLP**

THIS AGREEMENT is made and entered into this ___ day of November, 2023, by and between EXCEL ACADEMY CHARTER SCHOOL, a California nonprofit public benefit corporation, hereinafter called “CLIENT,” and EDWARDS, STEVENS & TUCKER LLP, hereinafter called “ATTORNEYS.”

In consideration of the promises and the mutual agreements contained in this Agreement for the Provision of Legal Services, CLIENT and ATTORNEYS agree as follows:

ATTORNEYS agree to provide the following professional services upon request:

1. Represent and advise CLIENT on those aspects of law as directed by the CLIENT;
2. Prepare legal opinions regarding statutes, court decisions, legislation, and other legal issues;
3. Represent the CLIENT before the courts, and other legal and administrative agencies;
4. Assist CLIENT in legal matters relating to administration of the CLIENT;
5. Perform such other duties as may be assigned by CLIENT in meeting its obligations under the law; and
6. Other duties as assigned by CLIENT and acceptable to ATTORNEYS.

ATTORNEYS shall provide those legal services reasonably required to represent CLIENT in these matters. ATTORNEYS shall also take reasonable steps to keep the CLIENT informed of significant developments and respond to the CLIENT’s inquiries. CLIENT shall be truthful with ATTORNEYS, cooperate with ATTORNEYS, keep ATTORNEYS informed of developments, and perform the obligations it has agreed to perform under this Agreement. This Agreement shall continue in effect at CLIENT’s option unless terminated in writing with at least 30 days advance notice.

CLIENT agrees to pay ATTORNEYS the following rates for legal services performed with no cap on the number of hours to be provided at these rates:

- Partners \$310.00 - \$360.00/hr.
- Associate Attorneys \$250.00 - \$305.00/hr.
- Of Counsel \$275.00 - \$310.00/hr
- Law Clerk/Paralegal \$150.00/hr
- Administrative Assistant \$110.00/hr

CLIENT will be billed in minimum increments of one-tenth (0.1) of an hour at ATTORNEYS' prevailing rates for all time spent on CLIENT's matters at a minimum of three-tenths (0.3) of an hour for any work performed in one business day.

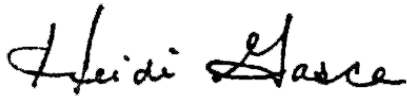
ATTORNEYS will notify CLIENT at least 30 days in advance of any changes to the above rate structure or increases outside of the above rate structure. CLIENT agrees that it will pay ATTORNEYS any increase in their hourly rates. Agreements for legal fees other than the current hourly basis may be made by mutual written agreement for special projects.

CLIENT further agrees to reimburse ATTORNEYS for actual and necessary expenses and costs with respect to providing legal services, including but not limited to costs of mileage, lodging and travel expenses (including travel time), copying and facsimile transmissions, serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrator's fees, court reporter's fees, jury fees, witness fees, investigation expenses, overnight delivery costs, costs of computer research outside of standard databases, consultant's fees and expert witness fees.

ATTORNEYS shall send CLIENT a statement for fees and costs incurred every calendar month. ATTORNEYS' statements shall: (1) clearly state the hourly rate; (2) the hours billed; and (3) provide a thorough description of the work performed. CLIENT shall pay ATTORNEYS' statements within 30 days of each statement's date.

It is expressly understood and agreed to by both parties that ATTORNEYS, 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 CLIENT. Nevertheless, CLIENT agrees that it shall provide ATTORNEYS with a defense and indemnification for any and all acts undertaken by ATTORNEYS on CLIENTS behalf to the extent ATTORNEYS would be entitled to such indemnity and defense if ATTORNEYS or its staff were employed by CLIENT.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for the provision of legal services.



Heidi Gasca, Executive Director/CEO
on behalf of Excel Academy Charter School

Date: 11/7/2023

Eric Stevens, Partner
Edwards, Stevens & Tucker LLP

Date: _____