

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AGREEMENT FOR SPECIAL CONTRACT SERVICES**

Requisition Number: 15001590 Contract No. _____

This Agreement, by and between the West Contra Costa Unified School District (hereinafter "District"), and Ramsey Ehrlich LLP (hereinafter "Contractor"), is for consultant or special services to be performed by a non-employee of the District. District and Contractor herein named do mutually agree to the following terms and conditions:

I. Responsibility of the Contractor

- A. Contractor shall perform the following duties; include detailed description of services, for example: What are they doing? How often are they performing their services, daily, weekly, monthly? (A proposal by Contractor may be attached after approved by District in lieu of outlining duties by Contractor in the following space)

Represent Charles Ramsey, Board President, in an investigation by the Securities and Exchange Commission in the Matter of West Contra Costa Unified School District (SF-03910).

II. Compensation and Reimbursement

- A. **Contract Limit:** for services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract shall not exceed \$ ~~18,000.00~~
150,000.00
- B. **Billing and Payment Procedures:** Contractor shall submit monthly time and cost invoices to the District. Approved payments shall be made by the District within thirty (30) days of receipt of the invoice from the Contractor.

III. Term and Termination of Agreement

- A. The term of the agreement shall commence on August 1, 2014 and shall terminate on June 30, 2015 or at such time services have been completed, or until modified by written agreement (amendment) by both parties.
- B. This agreement may be reduced or terminated at any time during the term by the District. If this agreement is terminated, Contractor shall be paid pursuant to the schedule above in paragraph II on a prorated basis for any period of service of less than a month.

IV. Contractor

- A. Contractor is, for all purposes arising under this Agreement, a contractor. No officer, agent, or employee of Contractor or District shall be deemed an officer, agent or employee of the party hereto. Neither Contractor nor District, nor any officer, agent or employee hereto are entitled, including, but not limited to overtime, retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

- B. The parties intend that a contractor relationship be created by this contract and the District assumes no responsibility for worker's compensation liability. The District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property during or relating to the performance of service under this Agreement.
- C. This Agreement is for the personal services of Contractor.
- D. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
- E. Payments made in excess of \$1,500 to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state are subject to 7% state income tax withholding (California Revenue and Taxation Code Section 18662). Tax exempt organizations, under either California or federal law are exempt from 7% withholding.

V. Indemnification

- A. ~~The Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.~~ 10R

VI. Ownership

- A. ~~The District shall become the owner of and entitled to exclusive possession of all original records, documents, graphs, photographs, or other reproductions of any kind produced in the scope of services performed, and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.~~ 10R

VII. Insurance

- A. ~~District reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed the District requires both a certificate of general liability insurance and the insurance policy endorsement naming West Contra Costa Unified School District as additional insured. The certificate of insurance shall be written with limits providing for a minimum liability of one million dollars (\$1,000,000) each occurrence, general aggregate of two million dollars (\$2,000,000).~~ 10R
- B. Contractor shall obtain and furnish proof of worker's compensation insurance as applicable.

VIII. Assignment

- A. Neither Contractor nor District may assign and/or transfer any interest in this Agreement, without the prior written consent of the party hereto.

IX Timely Performance

- A. In the event that Contractor fails in the requirement of timely performance, a review of the performance shall be made. All efforts shall be documented to correct the situation. If the District is unable to correct the situation, the District may exercise its right to terminate this Agreement as outlined in Section III (B).

AGREED:

CONTRACTOR

Ramsey Ehrlich LLP

Company or Individual Name

ISMAIL RAMSEY
Printed Name of Contractor or Authorized Signer

[Signature] 8/14/14
1 Contractor Signature Date

[Redacted]
2 Social Security Number / Tax ID #

803 HEARST AVE
Address

BERKELEY CA 94710
City State Zip

(510) 548-3600 (510) 291-3060
Phone Number Fax Number

izzy@ramsey-ehrlich.com
e-mail address

DISTRICT

[Signature]

Authorized District Signature

8/22/14
Date

ASSOC. SUPT. BUS. SVCS.
Site / Department Administrator Signature

SHERI GAMBA
Printed Name

School Site / Department Name

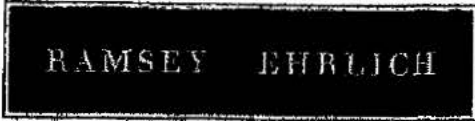
Date

510-231-1170
Phone Number

sgamba@wccusd.net
e-mail address

1. Whenever organizational names are used, the authorized signature must include company title, such as president.
2. Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

14817



ATTORNEYS AT LAW

Ismail J. Ramsey, Partner
(510) 548-3600
Fax No.: (510) 291-3060
izzy@ramsey-ehrllich.com

August 5, 2014

Charles Ramsey

Richmond, CA 94801

Engagement Agreement

This document is an engagement agreement between the law firm of Ramsey & Ehrlich LLP and the client, Charles Ramsey. The client Charles Ramsey has engaged the law firm of Ramsey & Ehrlich LLP to represent him in an investigation by the Securities and Exchange Commission – specifically, In the Matter of West Contra Costa Unified School District (SF-03910)

Scope of Representation. The scope of this agreement is limited to representation in the above-described matter.

The Client. Although there is currently an agreement that the Firm's fees and expenses in this matter will be paid and advanced by West Contra Costa Unified School District, this agreement confirms that Charles Ramsey (and not the District) is our Firm's client in connection with this matter.

Thus, the attorney-client relationship for this representation exists solely and exclusively between the Firm and Charles Ramsey. Our job is to represent his best interests and protect the confidentiality of his attorney-client communications against disclosure to anyone, including the District, whenever appropriate.

Consistent with the requirements of California Rules of Professional Conduct 3-310(f), we will not allow the payment of legal fees by a third-party to interfere in any way with the independence of our professional judgment or with the attorney-client relationship we are establishing with our Client, and all attorney-client confidences will continue to be protected, as required by Business and Professions Code §6068.

Legal Fees. Our fees for representing the Client will be determined by the number of hours that we work on this matter and the members of the Firm who perform legal services. Attorney and legal staff time is billed in increments of one-tenth of an hour. Furthermore, if a formal complaint is filed goes to trial, we reserve the right to renegotiate the terms of our engagement.

We will bill the District for our services on a monthly basis. The rate for partners Miles Ehrlich and Ismail Ramsey is \$495 per hour. The hourly rates for any associate attorney who may be assigned could range from \$300 to \$395 per hour, depending on experience level. Our paralegal is billed at a rate of \$125 per hour. Our rates are adjusted from time to time, usually at the first of the year, and thus may be subject to change during the course of this engagement.

Arbitration. If any dispute occurs between the client and the law firm arising out of, or relating to, the law firm's legal representation of the client, including disputed services performed, claims of alleged malpractice, or any other matter relating to the above-referenced representation, or this engagement agreement, such dispute shall be submitted to binding arbitration and will not be determined by the courts or a jury, except as California law provides for judicial review of arbitration proceedings. Any such dispute will be arbitrated according to the rules of the American Arbitration Association, except any dispute concerning fees, costs, or both, will be arbitrated in accordance with the California Business & Professions Code § 6200, et seq. In the event of any arbitration (or if such claim is deemed not to be subject to arbitration and proceeds in court), the prevailing party shall receive all costs and reasonable attorneys' fees from the losing party.

Limited Liability Partnership. Ramsey & Ehrlich LLP is a limited liability partnership under the California Corporations and Business and Professions Code and registered with the California State Bar.

Discharge and Withdrawal. The client may discharge the law firm at any time for any reason, and the law firm may withdraw from this case for good cause, including nonpayment of fees or failure to promptly replenish the funds deposited in trust to pay for both attorney fees and out-of-pocket expenses. If withdrawal occurs, the law firm will promptly return all funds that the client advanced in excess of any costs and fees already incurred.

Destruction of File. At the conclusion of this matter, the client may request the file from the law firm. If the client does not request the file, the law firm may choose to destroy the file without further notice to the client.

Entire Agreement. This agreement constitutes the entire, final, and binding agreement between Ramsey & Ehrlich LLP and client. No other statement or representation, written or oral, express or implied, has been received or relied upon, and all prior or

contemporaneous discussions, statements, and negotiations relating to the subject matter of this Agreement are superseded and merged into this Agreement.

Written Amendments. This Agreement may be amended, altered, modified, or otherwise changed in any respect only by a writing duly executed by Ramsey & Ehrlich LLP and client.

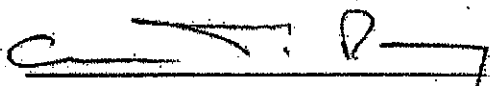
Severability in Event of Partial Invalidity. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

Please review this document in its entirety. If you have any questions or concerns about its terms, please call me at (510) 548-3600 to discuss. If it meets with your approval, please sign below and return the original to me.

Regards,


ISMAIL RAMSEY
Ramsey & Ehrlich LLP

AGREED:


Charles Ramsey

Date: 8/5/14