



PROFESSIONAL SERVICES AGREEMENT

No. _____

This Professional Services Agreement ("Agreement") is dated for convenience July 1, 2019 and is entered into agreement between Atkinson, Andelson, Loya, Ruud & Romo, Attorneys at Law (hereinafter "Contractor" or "Consultant") and the Pleasanton Unified School District (hereinafter "PUSD").

RECITALS

Whereas, PUSD desires Contractor to provide professional legal services as detailed in Contractor's response to PUSD RFP 2018-19.09 for Professional Legal Services dated January 29, 2019 ("RFP"), (ATTACHMENT A), and

Whereas, Contractor represents itself as able and, for a consideration, willing to perform the services outlined in the Contractor's response to PUSD RFP 2018-19.09 for Professional Legal Services dated January 29, 2019 attached (ATTACHMENT B).

Now, therefore, the parties enter into this Agreement for Contractor to provide professional legal services to PUSD as detailed herein. This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: PUSD RFP 2018-19.09 for Professional Legal Services; Contractor's response to PUSD RFP 2018-19.09 for Professional Legal Services, W-9 Form, Certificate of Insurance, and Other General Conditions to Professional Services Agreement, (collectively constituting the "Agreement").

A. TERM; EFFECTIVE DATE

The initial term of this agreement shall be for one (1) year (July 1, 2019 – June 30, 2020), and is renewable for up to four (4) years by mutual agreement.

B. SERVICES CONTRACTOR AGREES TO PERFORM

Contractor agrees to perform the services provided for in PUSD RFP 2018-19.09 for Professional Legal Services

C. COMPENSATION

The breakdown of costs and payment schedule associated with this Agreement are detailed in Contractor's Response for Proposal, Section IV – Services and Billing. Contractor shall furnish invoices in a form acceptable to PUSD which shall include the full name of the individual employed by PUSD who requested the service shown on the invoice. All amounts paid by PUSD to the Contractor shall be subject to audit by PUSD. Upon receipt of an acceptable invoice, payment shall be made in a reasonable time upon approval by PUSD's Deputy Superintendent of Business Services, in his or her sole discretion that the services have been rendered satisfactorily, and in a professional and timely manner in accordance with this Agreement. If PUSD and Contractor mutually agree that the scope of work described herein is increased, the Agreement may also be increased provided that there is a prior written modification to the Agreement. It shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated. **In no event shall PUSD be liable for interest or late charges for late payments.**

D. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO PUSD CONTRACT OFFICE:

Pleasanton Unified School District
Purchasing Department
4750 1st Street
Pleasanton, CA 94566
Attn: Ellen Rebosura
Ph: 925.426.4335 Fax: 925.462.6065
Email: erebosura@pleasantonusd.net

NOTICE TO THE CONTRACTOR:

CONTRACTOR	<u>Atkinson, Andelson, Loya, Ruud & Romo, Attorneys at Law</u>
CONTACT PERSON NAME	Eve P. Fichtner
STREET ADDRESS	2485 Natomas Park Drive, Suite 240
CITY, STATE, ZIP	Sacramento, CA, 95833
TELEPHONE/FAX	(925) 227-9200/(925) 227-9202
EMAIL ADDRESS	epeekfichtner@aalrr.com

Appendix A

Calculation of Charges

Total Cost of the Agreement (Not to Exceed Amount) shall be \$ 80,000.00 . COMPENSATION TO CONTRACTOR SHALL NOT EXCEED THE AMOUNT AUTHORIZED BY THIS AGREEMENT.

Rate increases or changes, must have prior written approval from PUSD's Deputy Superintendent of Business Services.

NOTE: All contractual agreements to exceed \$45,000 shall require prior approval of the PUSD Board of Trustees (BP 3312).

Pleasanton Unified School District
Contractor's Disclosure Form Regarding PUSD Officials

To be completed by Contractor:

Name of Contractor:	<u>Atkinson, Andelson, Loya, Ruud & Romo, Attorneys at Law</u>
Services to be performed under the Agreement:	TO PROVIDE: Professional Legal Services
Schools/Locations where services will be performed:	District-Wide
Total amount to be paid by PUSD Under this Agreement not to exceed:	COMPENSATION SHALL NOT EXCEED AMOUNT AUTHORIZED IN THIS AGREEMENT.
Term of Agreement:	Fiscal Year 2019-2020

Are any of Contractor's employees (or owners) ALSO current PUSD employees/Board members, or former PUSD employees/Board members within the last year? (Check "Yes" or "No" as applicable.)

☒ **NO.** None of Contractor's employees (or owners) are ALSO current PUSD employees/Board members, or former PUSD employees/Board members within the last year.

☐ **YES.** Contractor's employees (or owners) listed in the table below are ALSO current PUSD employees/Board members, or former PUSD employees/Board members within the last year. (Complete the table below. The list may be continued on an additional page as needed.)

<u>NAME</u> of current PUSD employee/Board member, or former PUSD employee/Board member within the last year, who is <u>ALSO</u> Contractor's employee (or owner):	<u>JOB TITLE(S) AT PUSD</u> of current PUSD employee/Board member, or former PUSD employee/Board member within the last year, who is <u>ALSO</u> Contractor's employee (or owner):	<u>DATE</u> on which individual left PUSD employment/Board. Or, if the individual is currently an PUSD employee/Board member, write "current."	<u>If individual is a current PUSD employee/Board member, how is he/she to be paid?</u> (i.e., through PUSD Human Resources or Contractor plans to pay directly, etc.)

Certification by Contractor:

On behalf of Contractor, I hereby certify that, to Contractor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current PUSD employees or Board members, or former PUSD employees or Board members within the last year. Contractor will promptly update this form with PUSD.

Eve P. Fichtner 6/5/19
 Contractor's Signature DATE

Eve P. Fichtner
 Print Name of Signatory

OTHER GENERAL CONDITIONS TO PROFESSIONAL SERVICES AGREEMENT

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION

- a. This Agreement is subject to the budget and fiscal policies, regulations and practices of PUSD, and approval and appropriation of funds for this Agreement. Charges will accrue only after prior written authorization is provided by the authorized representative of PUSD and proper execution of this Agreement by the parties.
- b. The amount of PUSD's obligation hereunder shall not at any time exceed the amount herein stated.
- c. PUSD has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
- e. This section controls against any and all other provisions of this Agreement.

2. DISALLOWANCE

- a. If Contractor claims or receives payment from PUSD for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to PUSD upon PUSD's request. At its option, PUSD may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.
- b. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal or state programs. Contractor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

3. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to PUSD for three times the amount of damages which PUSD sustains because of the false claim. A person who commits a false claim act shall also be liable to PUSD for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to PUSD for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A person will be deemed to have submitted a false claim to PUSD if the person:

- a. knowingly presents or causes to be presented to an officer or employee of PUSD, a false claim for payment or approval;
- b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by PUSD;
- c. conspires to defraud PUSD by getting a false claim allowed or paid by PUSD;
- d. has possession, custody, or control of public property or money used or to be used by PUSD and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
- e. is authorized to make or deliver a document certifying receipt of property used or to be used by PUSD and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
- f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
- g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to PUSD; or
- h. is a beneficiary of an inadvertent submission of a false claim to PUSD, subsequently discovers the falsity of the claim, and fails to disclose the false claim to PUSD within a reasonable time after discovery of the false claim.

4. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by PUSD and in such case must be remedied or replaced by Contractor without delay at no additional cost to PUSD.

5. **QUALIFIED PERSONNEL**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with PUSD's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at PUSD's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project schedule specified in this Agreement.

6. **RESPONSIBILITY FOR EQUIPMENT**

PUSD shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by PUSD.

7. **TAXES**

Contractor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

8. **INDEPENDENT CONTRACTOR**

- a. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of PUSD. Contractor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between PUSD and Contractor or its agents and employees.
- b. Any terms in this Agreement referring to direction from PUSD shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as the means by which such a result is obtained. PUSD does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between PUSD and Contractor or its agents and employees.
- c. If any governmental authority should, nevertheless, determine that Contractor is an employee, then PUSD's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement under Section C., "Compensation". Contractor shall refund any amounts necessary to effect such reduction.
- d. Contractor shall also complete and file with PUSD the attached W-9 form.

9. **INSURANCE**

- a. Without in anyway limiting Consultant's liability pursuant to the "Indemnification" section of this Agreement, Consultant shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
 - 1) Commercial General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
 - 2) Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident.
 - 3) Professional Liability (E & O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$250,000 each claim.
- b. Commercial General Liability policy must provide the following:
 - 1) **Name as Additional Insured the Pleasanton Unified School District, its Board, officers and employees.**
 - 2) That such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
- c. If any policies are written on a claims-made form, Consultant agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.

- d. The Consultant shall provide PUSD with the appropriate certificate(s) of insurance prior to commencing performance. The Consultant shall also be obligated to notify PUSD in writing at least 30 (thirty) days in advance of any cancellation, non-renewal or reduction of any of its insurance policies required under this Agreement. Consultant also understands and agrees that PUSD may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

10. INDEMNIFICATION

- a. With respect to professional services to be provided under this Agreement, the Consultant shall indemnify and hold harmless PUSD, its Board, agents, and employees from and against any and all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or wrongful acts, errors, or omissions of Consultant.
- b. With respect to claims arising under Consultant's general liability coverage, the Consultant shall indemnify and hold harmless PUSD, its agents, and employees from and against any actions, claims, damages or loss, including attorney's fees that may arise out of or in any way result from Consultant's activities in the performance of its services under this Agreement.
- c. The Consultant will not, and will not permit its officers, employees and/or agents, to infringe on any patent right, copyright, trade secret or any other proprietary right or trademark of PUSD in the performance of services under this Agreement. The Consultant shall not disclose to third parties any details of its services for PUSD or the actions, inactions or decisions of the Agency, other than disclosure to third parties of the fact that Consultant represented PUSD in the particular publicly known transactions on which the Consultant works on PUSD's, and to describe in general terms only, the Consultant's role, the services Consultant performed, and the nature of such transactions. Such disclosures may be made to current or prospective clients of the Consultant or to others, and may consist of announcements and advertisements placed at the Consultant's own expense in legal, business, financial and other periodicals and publications.

11. LIABILITY OF PUSD

PUSD'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED FOR IN SECTION C ("COMPENSATION") OF THIS AGREEMENT. PUSD SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS IN CONNECTION WITH THIS AGREEMENT.

12. DEFAULT; REMEDIES

- a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
 - 1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement.
 - 2) Contractor (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement of any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property, (E) takes action for the purpose of any of the foregoing, or (F) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act.
- b. On and after any Event of Default, PUSD shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement for cause or to seek specific performance of all or any part of this Agreement. In addition, PUSD shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to PUSD on demand all costs and expenses incurred by PUSD in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. PUSD shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between PUSD and Contractor all damages, losses, costs, or expenses incurred by PUSD as a result of such Event of Default due from Contractor pursuant to the terms of this Agreement.
- c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

13. **TERMINATION**

- a. It is expressly understood and agreed that in the event the Consultant fails to perform its obligations under this Agreement, this Agreement may be terminated for cause by PUSD and all the Consultant's rights hereunder ended. Termination for cause shall be upon ten (10) days written notice to Consultant, and no work will be undertaken by Consultant after receipt of the notice. In the event this Agreement is terminated by PUSD pursuant to this paragraph; the Consultant shall be paid for services performed up to the date of termination.
- b. It is further understood and agreed that PUSD may terminate this Agreement for PUSD's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.
- c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to PUSD for an amount that represents the value of services actually performed up to the date of termination for which the Consultant has not previously been compensated as provided for herein. Upon approval and payment of this invoice by PUSD, PUSD shall be under no further obligation to the Consultant, monetarily or otherwise.

14. **CONFLICT OF INTEREST**

- a. Conflict of Interest Standards. The following is a brief overview of conflict of interest laws and policies. Contractor is responsible to know, and comply with, the full requirements of the law.
 - 1) Under the California Political Reform Act (CPRA), codified in part as Government Code section 1090 and sequential, and section 87100 and sequential: No public official shall make, participate in making, or in any way attempt to use his or her official position, to influence a contract on behalf of the public agency when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.
 - 2) Government Code section 1090 defines "making" a contract broadly to include actions that are preliminary or preparatory to the selection of a contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations. (Cal. Govt. Code § 1090)
 - 3) State law limits the amount of gifts that may be received by public officials from a single source during a calendar year. In 2016, the gift limit is \$460 per source per calendar year. (See e.g. Cal. Govt Code 89503; 2 CCR 18940.2. See also www.fppc.ca.gov)
 - 4) State law prohibits, with limited exceptions, certain former local public officials from appearing before their former public agency for the purpose of influencing a governmental decision for 12 months from the date the former employee left that public agency. (Cal. Govt. Code § 87406.3)
 - 5) State law bars a public agency employee from making governmental decisions regarding an organization which is engaged in employment negotiations with that public agency employee. (Cal. Govt. Code § 87407)
 - 6) Contractors and their representatives may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Contractors/representatives must submit a disclosure filing called a Statement of Economic Interests or "Form 700." (Cal. Govt. Code §§ 81000-91015; PUSD Board Rules and Procedures 9270, "Conflict of Interest Code")
- b. Obligations of Contractor. It is the obligation of the Contractor, as well as any subcontractors, to determine whether or not participation in a contract may constitute a conflict of interest. While PUSD staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of PUSD. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify PUSD immediately if it finds that a potential conflict may exist.
- c. Consultation with Counsel. PUSD strongly advises any Contractor, and any proposing/ bidding firm, to consult with its legal counsel to determine whether a conflict of interest may exist. It is the responsibility of a Contractor, or a proposing/bidding firm, to make that determination.
- d. Consequences of a Violation. Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. The government agency can seek repayment from the Contractor

of any amounts already paid, and refer the matter to appropriate authorities for prosecution. Additional consequences may also apply.

- e. **Disclosure Requirement.** Contractor will submit to PUSD a list of all of Contractor's employees (including owners) who are also current PUSD Board members or employees, or former PUSD Board members or employees in the last year. Contractor will submit the attached "Contractor's Disclosure Form Regarding PUSD Officials." Contractor will update this form with PUSD, as needed, during the term of this Agreement. Exception: Public agencies that provide contract services to PUSD are not subject to this disclosure requirement.
- f. **Compliance with Gift Limits.** Contractor will abide by legal gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to PUSD officials, and in order not to place PUSD officials in conflict with any specific gift restrictions: (1) No Contractor or representative thereof shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any PUSD contracting or procurement official at any time. (2) No Contractor or representative thereof shall offer or give, directly or indirectly, any gifts in a calendar year to a PUSD official which exceed the allowable gift limit. (See e.g. Cal. Govt Code 89503; 2 CCR 18940.2. See also www.fppc.ca.gov)

15. PROPRIETARY INFORMATION OF PUSD

- a. Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to proprietary or confidential information which may be owned or controlled by PUSD and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to PUSD, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by PUSD to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary or confidential information.
- b. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access confidential student information pursuant to prior written parental consent, legitimate educational interest in performing duties on behalf of PUSD under this Agreement, or other provisions of federal and state law permitting access to confidential student information. **Contractor shall not use confidential student data for any purposes other than providing services to PUSD pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of PUSD and any such re-disclosure shall be consistent with state and federal law.**
- c. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

16. OWNERSHIP OF THE RESULTS

Any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer data files and media or other documents prepared by Contractor in connection with services to be performed under this Agreement, shall be the property of and be promptly transmitted to PUSD. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent that such retention and use complies with Section 15 of this Agreement ("Proprietary Information of PUSD").

17. EMAIL COMMUNICATIONS/SHARED DOCUMENTS

PUSD may communicate and transmit documents using email. In addition, shared documents may be hosted on servers located in a facility other than PUSD's offices or school sites ("in the cloud"). The District uses reasonable precautions to keep electronic information secure and confidential; however, there may be risks to communicating and storing information in this manner. Contractor consents to allow email communication as well as having data stored "in the cloud."

18. AUDIT AND INSPECTION OF RECORDS

The Consultant agrees to maintain and make available to PUSD accurate accounting and other records relative to its obligations under this Agreement. The Consultant will participate promptly and cooperatively in any audits conducted by PUSD or its nominee, and permit PUSD or a representative to audit, examine and make copies from such books and records, and to perform audits related to all matters covered by this

Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

19. SUBCONTRACTING

The Consultant is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

20. ASSIGNMENT

It is understood and agreed that the services to be performed by the Consultant are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of PUSD.

21. NON DISCRIMINATION

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

22. WAIVER

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

23. MODIFICATION OF AGREEMENT

This Agreement may only be modified or amended by written instrument executed and approved in the same manner as this Agreement.

24. DISPUTE RESOLUTION

- a. Prior to any action or resort to any legal remedy, PUSD and Contractor agree to exercise reasonable efforts, and to negotiate in good faith, to amicably resolve any dispute that may arise concerning the performance by either party of their obligations under this Agreement. If PUSD's and Contractor's project managers cannot resolve disputes through such negotiations, then the Parties' project managers will escalate the dispute to their respective executives who shall have authority to resolve the controversy and who are at a higher level of management than the project managers.
- b. In such event, either PUSD or Contractor shall give the other party written notice of any dispute not resolved by good faith negotiations between the Parties' respective project managers. Within fifteen (15) days after delivery of such initial notice, the receiving party shall submit to the other a written response. Both the initial notice, and the response, shall include (i) a statement of that party's position, (ii) a summary of arguments supporting that position, and (iii) the name and title of the executive who will represent that party and of any other person who will accompany the executive.
- c. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. If the executives cannot resolve the dispute to the satisfaction of both Parties, then PUSD and Contractor may attempt to mutually agree on the conditions under which such unresolved disputes can be referred to mediation or non-binding arbitration. If the parties do not mutually agree to mediation or non-binding arbitration, or mutually select a mediator or arbitrator for the dispute, or such efforts do not resolve the dispute, then either party may pursue any remedy available under California law.

25. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**
Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.
26. **COMPLIANCE WITH LAWS**
Contractor shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.
27. **GOVERNING LAW; VENUE**
This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be Alameda County.
28. **SECTION HEADINGS**
The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
29. **ENTIRE AGREEMENT**
The entire Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.
30. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**
a. Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies).
b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.
31. **SEVERABILITY**
If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
32. **OTHER EXPENSES**
District shall not be liable for expenses incurred by Contractor as a result of research when investigating any billing question.

(Continued on the next page.)

32. SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement on June 5, 2019.

For Atkinson, Andelson, Loya,
Ruud & Romo

For PLEASANTON UNIFIED SCHOOL DISTRICT

APPROVED:

By: David L. Fichtner
Authorized Signature

APPROVED:

BY: _____
David Haglund, Ed.D.
Superintendent

All contractual agreements to exceed \$45,000 shall require prior approval of the Pleasanton Unified School District Board of Trustees (BP 3312).

Board Approval Date: _____

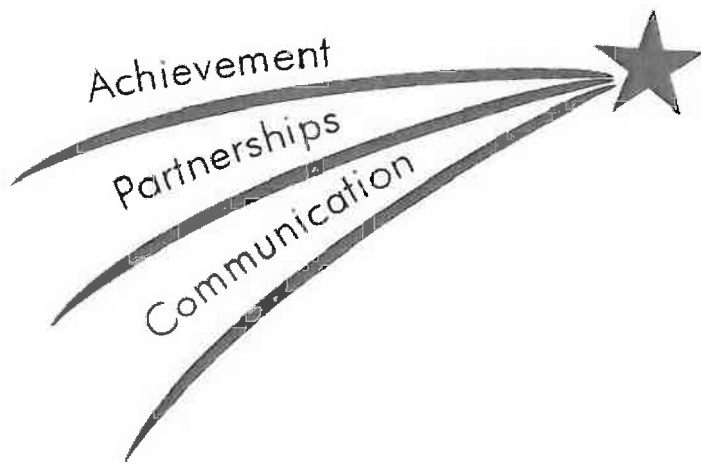
**If amount exceeds \$45,000*



Pleasanton Office
5075 Hopyard Road
Suite 210
Pleasanton, CA 94588
T: 925.227.9200
F: 925.227.9202
www.aalrr.com

RESPONSE TO REQUEST FOR PROPOSAL FOR LEGAL SERVICES No. 2018-19.09

Pleasanton Unified School District



February 26, 2019

Ellen Rebosura, Purchasing Coordinator
Pleasanton Unified School District
4750 First Street
Pleasanton, CA 94566

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

CERRITOS
(562) 653-3200

FRESNO
(559) 225-6700

IRVINE
(949) 453-4260

MARIN
(628) 234-6200

A PROFESSIONAL LAW CORPORATION

ATTORNEYS AT LAW

5075 HOPYARD ROAD, SUITE 210
PLEASANTON, CALIFORNIA 94588-3361
(925) 227-9200

FAX (925) 227-9202
WWW.AALRR.COM

PASADENA
(626) 583-8600

RIVERSIDE
(951) 683-1122

SACRAMENTO
(916) 923-1200

SAN DIEGO
(858) 485-9526

OUR FILE NUMBER:

February 26, 2019

Ellen Rebosura, Purchasing Coordinator
Pleasanton Unified School District
4750 First Street
Pleasanton, CA 94566

RE: Request for Proposal for Professional Legal Services No. 2018-19.09

Dear Ms. Rebosura:

Atkinson, Anderson, Loya, Ruud & Romo (AALRR) is pleased to respond to Pleasanton Unified School District's Request for Proposal for Professional Legal Services (RFP). Established in 1979, our firm has the distinct privilege of providing quality legal services and strategic advice to many California school districts, county offices of education, community college districts, and universities, including the U. C. Regents and California State University system. We are uniquely positioned with a full-service office within minutes of the PUSD District Office.

We welcome the opportunity to continue to build a relationship with Pleasanton Unified School District. If you have any additional questions or if the District would like to schedule an interview, please contact me at (925) 227-9200 or (916) 923-1200.

Best regards,



Eve Fichtner 6/5/19
Partner

TABLE OF CONTENTS

	Page
Section I - Areas of Expertise.....	3
Section II - Firm Background and Information	8
Section III - References.....	36
Section IV - Services and Billing.....	36
Section V – Forms to be Completed and Returned	39

SECTION I - AREAS OF EXPERTISE

RFP 2018-19.09
PROFESSIONAL LEGAL SERVICES***PROPOSAL GUIDELINES/FORMAT*****SECTION I
AREAS OF EXPERTISE**

Include the completed questionnaire below showing the areas of expertise for your firm.

Please place a check mark next to your areas of expertise for legal services for which you would like to contract.

Provide narratives to supplement your areas of expertise in Section II. Specifically, develop the "Other Services" section by detailing your responses.

1. LABOR RELATIONS SERVICES AND PERSONNEL LAW

- ☒ Expert application of the California Education Code
- ☒ Employment practices including hiring and evaluation issues, coordination of leaves and the accommodation of employees with disabilities
- ☒ Advice and representation in connection with the application of federal, state and local employment laws, including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity Act, the Americans with Disabilities Act and California Fair Employment and Housing Act
- ☒ Pay and retirement system issues
- ☒ Employee dismissals, suspensions, terminations and/or investigations of misconduct, including representation in related administrative and court proceedings
- ☒ Responses to complaints, including under the District's Uniform Complaint Procedures
- ☒ Layoffs, non-reelections and administrator reassignments
- ☒ Analysis of bargaining unit proposals
- ☒ Preparation of PUSD collective bargaining proposals
- ☒ Negotiations with bargaining units

9

RFP 2018-19.09
PROFESSIONAL LEGAL SERVICES

- ✕ Representation at bargaining sessions
- ✕ Drafting of counterproposals and contract language
- ✕ Advice and representation regarding unfair practices charges and grievances
- ✕ Dispute arbitration and resolution
- ✕ Other labor relations services as may be required

2. CONTRACT ADMINISTRATION SERVICES

- ✕ Analysis of and recommendations regarding the effect and application and enforcement of contract language
- ✕ Drafting, review and negotiation of selected contracts, including those for real estate and construction, software licensing, e-rate, etc.
- ✕ Advice and representation regarding competitive bidding issues, contractor prequalification and responsibility issues
- ✕ Other contract administration services as may be required

3. STUDENT AND SPECIAL EDUCATION-RELATED SERVICES

- ✕ Analysis of and recommendations regarding student discipline issues, including "manifestation determinations"
- ✕ Advice and representation regarding appropriate student placements under the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Americans with Disabilities Act and representation in related administrative proceedings such as "due process" hearings and state and federal court proceedings, including attorneys' fees disputes
- ✕ Advice regarding special education issues, including, but not limited to eligibility, assessments, Free Appropriate Public Education issues, least restrictive environment, "search and serve" obligations, and requests for placement in non-public schools

10

RFP 2018-19 09
PROFESSIONAL LEGAL SERVICES

- ✕ Advice regarding release of student records, including privacy regulations such as SOIPA, FERPA, COPPA, CIPA and AB-1584
- ✕ Consultation prior to and during the hearing of student expulsion appeals by the PUSD Board of Trustees
- ✕ Consultation prior to and during the hearing of inter-district attendance appeals by the Board
- ✕ Advice about student use of electronic communication devices and social media as it pertains to student discipline
- ✕ Review special education issues upon request and provide guidance to Board and Administration
- ✕ Represent the district in mediation upon request
- ✕ Represent the district at all stages of due process beyond mediation including administrative law, commissioner, state board and court proceedings
- ✕ Serve as the district's liaison to the legal representatives/advocates of parents
- ✕ Review special education contracts upon request.
- ✕ Other student-related services as may be required

4. LITIGATION SERVICES

- ✕ Ability to initiate and prosecute litigation and defend PUSD in litigation in State and federal courts, including all related phases such as preparation of complaints and other pleadings, law and motion, discovery, witness preparation, trial and appeal
- ✕ Familiarity with dispute resolution techniques, including arbitration and mediation
- ✕ Other litigation-related services as may be required

11

RFP 2018-19.09
PROFESSIONAL LEGAL SERVICES

5. BOARD RELATED SERVICES

- ✕ Advice regarding potential conflicts of interest on the part of the Superintendent, the Board, or PUSD as a whole
- ✕ Advice regarding the open meeting requirements of the Ralph M. Brown Act and the implications for the Board, staff and all legally constituted committees and subcommittees and related bodies
- ✕ Attendance, upon request, at meeting of the Board, Board committees or subcommittees, or groups convened by the Superintendent or designee
- ✕ Consultation on issues relating to the Board's policies and administrative regulations
- ✕ Review of claims under the California Tort Claims Act
- ✕ Advice on requests for information under the California Public Records Act and/or the Freedom of Information Act
- ✕ Charter school issues, including review of charter school petitions, facilities requests, renewals and appeals

6. PROFESSIONAL LIABILITY

- ✕ Attorneys
- ✕ Architects
- ✕ Engineers
- ✕ Accountants
- ✕ Brokers
- ✕ Healthcare
- ✕ Technology

RFP 2018-19.09
PROFESSIONAL LEGAL SERVICES

7. MISCELLANEOUS SERVICES

- ☒ Review of proposals and proposals for legal sufficiency and responsiveness
- ☒ Review of legal documents and process not already described in these specifications
- ☒ Analysis of legal issues not already described in these specifications

8. OTHER SERVICES (be sure to include descriptions in Section II)

- ☒ Construction
- ☒ General Liability
- ☒ Environmental Law
- ☒ Public Entity Litigation
- ☒ Surety and Fidelity Bonds
- ☒ Bankruptcy and Insolvency
- ☒ Insurance Law
- ☒ Property
- ☒ Workers Compensation
- ☒ Special Education
- ☒ Public Procurement
- ☒ Administrative Regulations
- ☒ Developer Fees
- ☒ Eminent Domain
- ☒ Regulatory approvals for school sites, construction and modernization
- ☒ Election Issues

13

RFP 2018-19.09
PROFESSIONAL LEGAL SERVICES

-
- ☒ School District Organization and Reorganization Issues
 - ☒ Media Relations
 - ☒ Retention of electronic records (including email)

SECTION II - FIRM BACKGROUND AND INFORMATION

1. Firm Background

Established in 1979, Atkinson, Andelson, Loya, Ruud & Romo ("AALRR") has provided legal services to the education community for 40 years. Our clients rely on us to provide practical solutions to their school district needs. Our knowledge and leadership in the education industry allow us to provide well-structured, customized solutions to address our clients' challenges. AALRR brings unparalleled experience to serve Pleasanton Unified School District. Our public sector clients include over 450 K-12 school districts, county offices of education, state agencies, community college districts, the California State University system, the University of California, as well as cities, counties, and special districts.

Experience

AALRR has grown to more than 180 attorneys with nine (9) offices statewide. Our increase in size is commensurate with the growth of our client base throughout the state along with the range of services we provide to our clients. The table below describes the areas in which AALRR attorneys regularly provide legal services to our clients.

Areas of Experience	
General Education Law	Child Custody, Child Abuse, Academic Calendars, Charter School Law, Federal and State Implementation and Compliance of Categorical Programs, Student Discipline, Records, Technology, Civil Rights Law, Disputes, School Law Enforcement, Technology, General Counsel
Human Resources – Labor and Employment	Collective Bargaining, Grievance Processing, Arbitrations, Mediation, Fact-finding, Litigation, Layoffs, Wage and Hour, Leaves, Workers' Compensation, Unemployment Insurance, Employment Discrimination, Dismissals, Employee Discipline, Technology, Union Negotiations, Labor Code, Personnel Commission Rules, and State and Federal Law
Facilities	Contract Preparation, Bid Specification, Breach of Contract, Bid Protests, Claims, Construction Defects, Builder Liability, Engineering and Design Failures, Public Works, Public Contract Code, Soil Erosion, Stop Notices, Bond Claims, Delay Claims, Developer Fees, CEQA, Eminent Domain, Joint Use Facility Agreements, Land Acquisition, Leases, Sales & Exchanges, Redevelopment Matters, Environmental Regulation, Mello-Roos and Community Facility Districts, and Public Finance
Special Education	Special Education Due Process Hearings, Mediations, IEP Team Meetings, Student Discipline Hearings, Draft Language for Contracts, Mediation Agreements and Settlement Agreements, Students with Disabilities, Special Education Identification, Assessment, Eligibility and Placement, the Applicability of IDEA, Section 504 of the Rehabilitation Act of 1973
Business and Procurement	Contracts: Drafting, Reviewing, Negotiations and Enforcement
Technology	Data Storage and Security, Network/Connectivity, Purchasing/Licensing Agreements/Intellectual Property and Confidentiality/FERPA/HIPAA
Governance	Board Policy Development, The Brown Act, Board Relations, California Education Code and Title V Interpretation

Areas of Experience

Title IX	Compliance counsel, including reviewing and revising policies and procedures governing complaints of sexual violence and sexual harassment, reporting requirements, and student disciplinary proceedings; Advice on the conduct of student disciplinary proceedings involving allegations of sexual misconduct; Management and/or conducting of complex, high-profile, and sensitive internal investigations involving complaints of sexual violence and sexual harassment; Advice on the intersection between internal investigations involving sexual misconduct and related criminal proceedings.
----------	--

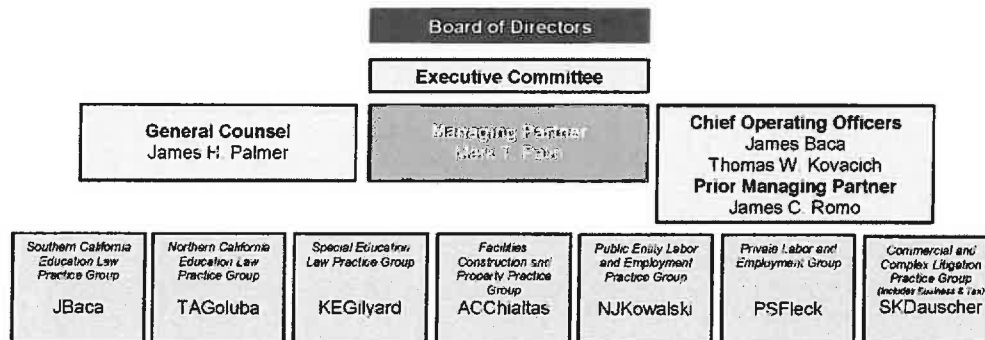
Firm Information

Number of Clients	450+
Number of Clients in Alameda County	6
Number of Attorneys in Alameda County	23
Number of Attorneys in the Firm	186
Number of Years in Educational Services	40

Company Structure and Organizational Chart

aalrr Atkinson, Andelson
Loya, Ruud & Romo
A Professional Law Corporation

Firm Management Overview
October 2018



What Makes Us Different?

Expertise — The attorneys who will be serving the District have spent their careers in education law and have handled some of the most significant cases affecting school districts. Our experience and expertise permit us to serve a wide range of educational institutions. We take pride in our commitment to, and participation in, our clients' support organizations, and we value our attorneys' participation on the boards of educational foundations and other civic and non-profit organizations.

Diversity — In September 2018, AALRR was honored with the California Lawyers Associations' inaugural Law Firm Diversity Award. In June 2018, Law360 named the firm the best of its size in the nation for minority equity partners—and one of the top ten in the nation for minority attorneys in general. In March 2018, the firm was honored for the fourth year by Associated Builders and Contractors with the Diversity Excellence Award. In October 2017, AALRR received the California Minority Counsel Program's prestigious Drucilla Stender Ramey Majority-Owned Law Firm Award for its commitment to diversity and inclusion initiatives. These are just a few of the firm's numerous diversity awards and recognitions. At AALRR, diversity isn't just something we say—it's something we do.

Budget-minded — We understand the budgetary constraints faced by our client districts and, accordingly, we focus our efforts to ensure that district resources are utilized in the most effective manner. We work closely with our clients to proactively control legal costs.

Responsiveness — We take pride in our demonstrated commitment to respond quickly to client inquiries, and have a firm-wide policy that all communications (phone calls, voice mails, emails and repetitive requests) received from our clients are responded to within 24 hours or sooner.

Availability — Our attorneys are available at any time to field questions from the District whenever the need arises, including on the weekends and evenings. Our priority is to ensure that we are always accessible to the client in order to provide timely and effective counsel. The location of our Pleasanton office within your District also enhances our availability and heightens responsiveness to your needs.

Approach in Meeting the Needs of the District

Our goal is to achieve the best result for the District at a minimum expense and we pride ourselves on success in this area. We believe that the key to delivering excellent legal services is cultivating open and regular communication between the client and the attorney, and providing clients with attorneys who are knowledgeable in the area of education law.

Our clients generally have one "primary" client contact partner who develops an ongoing professional relationship with the administration and the Board and who personally coordinates and monitors the diverse services provided. In the event that the primary

contact partner is not available, we have internal communication controls in place to ensure that the District is provided the same level of attention and support.

Eve Fichtner, as primary contact for the District, will take into account the areas of expertise our attorneys possess when assigning a project. Every matter will be supervised at the partner level. Ms. Fichter will work closely with the District's administration in assigning attorneys possessing the requisite experience and knowledge.

California's Education Leaders

- We represent eight of the ten largest school districts in California, as ranked by the California Department of Education website.
- BookSmart® was established by AALRR as a library outreach program. AALRR proudly supports education community efforts in promoting reading in our schools. Certificates for books, e-books, or tablets from our program are shared with districts to distribute to their students. Each year, we donate tens of thousands of dollars back to our clients through this program.
- AALRR is devoted to student success and achievement. We proudly support the education community and those organizations that help students realize their academic and career goals. Each year, AALRR hosts students participating in our Student Enrichment program. Our attorneys dedicate the day to meeting with students and sharing their experiences, while emphasizing that one's background, ethnicity, and/or financial situation should not deter a student's success.



2. Areas of Expertise

Labor Relations Services and Personnel Law

Expert Application of the California Education Code

Because firm attorneys have many years of experience working with public school employers, they are familiar with all aspects of the Education Code, both its requirements and its practical applications, and can provide on the spot advice without the need for extensive research.

Hiring and Evaluation Issues

Hiring the right candidates is essential. Our firm provides advice related to best practices for hiring. We assist districts in developing evaluation procedures, complying with existing procedures, and implementing best practices with regard to the timely and accurate evaluations for classified and certificated employees. The firm recently conducted a series of **FRISK**® workshops for the District.

Accommodation of Individuals with Disabilities

Our firm has extensive experience with federal and state laws protecting the rights of disabled individuals in the employment setting. We advise human resources professionals on policy development, accommodations, the interactive process and responding to claims of discrimination or failure to provide requested accommodations.

Employee Leaves

We routinely advise our school district clients on the treatment of employees who request, take, and return from leave. We focus on the interplay between state and federal regulations, including the Americans with Disabilities Act, Workers' Compensation, and pregnancy and military leaves to implement preventive policies concerning leaves.

Wage and Hour Issues

We are frequently asked to provide advice on a wide range of issues relating to the Fair Labor Standards Act and California's Labor Code and Wage Orders. Our firm won the groundbreaking case of *Johnson v. Arvin-Edison Water Storage District* (2009) 174 Cal.App.4th 729 which established that public agencies are not subject to the California Labor Code and Wage Orders (including the provision of meal and rest periods) unless the statute specifies.

Employee Discipline and Dismissal

Many of our attorneys specialize in employee discipline and dismissal and have successfully assisted numerous school and community college districts in disciplining and dismissing hundreds of certificated and classified employees. This service includes drafting letters of reprimand, notices of unprofessional or unsatisfactory performance, preparing statements of charges, and representing districts in contested evidentiary hearings. In addition, we handle subsequent proceedings in state court when an affected employee seeks to challenge the discipline imposed.

Investigation of Complaints and Grievances

Our legal team has comprehensively investigated, and affirmatively responded to, thousands of discrimination, retaliation and other types of complaints filed with an outside agency such as the Department of Fair Employment and Housing, the Office for Civil Rights of the U.S. Department of Education, the Civil Rights Division of the U.S. Department of Justice and the U.S. Equal Employment Opportunity Commission. As a result of these investigations, our firm makes specific findings and, where deemed appropriate, makes recommendations (e.g., personnel action, modifications to policies or procedures) to minimize exposure to liability. AALRR treats each investigation as an opportunity to advise client districts on what specific improvements in practices and procedures can and should be made.

Layoffs, Non-Reelections and Administrator Reassignments

The firm has considerable experience in representing school districts in the context of both certificated and classified employee layoffs and reduction in hours, including the subsequent litigation of layoff-related issues.

Analysis of Union Proposals

To achieve the goal of successful negotiations, it is imperative for management to understand not only a union's specific proposals, but also the motivating factors behind each proposal. Having been involved in public sector labor negotiations and having represented school districts and county offices of education since the inception of the Educational Employment Relations Act, AALRR attorneys have years of experience evaluating and understanding a union's proposals.

Preparation of District Proposals

In preparing management's proposals, firm attorneys always discuss with the management team its short- and long-term goals, including specific agreement language that it would like to introduce or change. Firm attorneys understand that proposals offered must accurately reflect the District's position and also be feasible points for further discussion. Proposals are developed to meet management's needs and to provide the best chance for resolution at the bargaining table.

Representation at Bargaining Sessions

Firm attorneys are available to participate in bargaining for both certificated and classified units, either at the table or behind the scenes. Their advice can be as specific as reviewing proposals or as general as offering suggestions to keep talks productive and focused.

Drafting of Counterproposals and Contract Language

One of the most important skills required during negotiations is to draft accurate counterproposals in precise contract language so that they provide either a point for further productive negotiations or, when acceptable to the union, are later interpreted in the manner intended by management. To accurately draft counterproposals and contract language, firm attorneys possess two important skills for success: (1) listening, because what is written must reflect what both sides are saying; and (2) writing, because the language must later be interpreted as both parties intended.

Defense of Prosecution of Unfair Practices Charges

AALRR attorneys have extensive years of experience with administrative law agencies that oversees labor and employment relations. The firm represents public agencies in collective bargaining disputes, including grievance proceedings involving arbitration, as well as the processing of unfair labor practice complaints and related procedures with the Public Employment Relations Board (PERB). This representation extends from the time a complaint is initially filed through a hearing and on to the appeal process.

Contract Administration Services**Administrator Contracts**

We regularly prepare and/or review contracts for classified, certificated and academic administrators.

Consultant Agreements

We have years of practical experience drafting and negotiating numerous types of consultant agreements, including: architect agreements, construction management agreements, inspector agreements, lease and purchase contracts for equipment and supplies, food service contracts, transportation contracts, consultant and professional contracts, energy conservation and management contracts, contracts for information technology hardware and software.

Construction Contracts and Bidding

Our firm regularly represents districts in all aspects of competitive bidding for public works projects, including: reviewing bid packages and proposals, handling bid protests and related litigation, including but not limited to, writs of mandate and non-responsibility hearings. Based on our years of experience representing numerous public agencies, school districts, and community colleges, we have developed and maintained our own set of bid documents and general conditions for public works projects for all different types of project delivery methods. AALRR documents contain all of the necessary notices and instructions to bidders, all relevant bid documents to be submitted by prospective bidders, and general conditions for construction of a project.

Student and Special Education-Related Services**Special Education**

The firm provides advice to school districts, SELPAs, charter schools and county offices of education regarding a wide range of issues related to students with disabilities including, but not limited to, issues arising under the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, California Education Code sections 56000, et seq, and the Unruh Act.

We have extensive experience in representing public agencies in all types of disputes, including special education mediations before the Office of Administrative Hearings ("OAH")

and in federal court, due process hearings before the OAH, state compliance complaints before the California Department of Education, complaints filed with the United States Department of Education, Office for Civil Rights, and both state and federal court proceedings. Our experience is all encompassing, and we provide a full-service approach to our representation, which includes drafting language for contracts and mediated settlement agreements advising educational entities on their obligations and rights with respect to students with disabilities and related issues, providing case strategy at every level of a dispute, and providing a wide variety of in-service training for management personnel and teachers and service providers.

Student Services

Student Discipline

Firm attorneys have had considerable involvement over the years in representing school districts, charter schools and county offices of education in matters relating to student discipline, including reviewing materials and making recommendations regarding student expulsions, representing or advising on expulsion appeals to the county board of education, and advising on appropriate disciplinary procedures in light of the Education Code, federal law, and constitutional provisions, including the IDEA and Section 504 requirements. Some of our attorneys have handled hundreds of student discipline matters, including successfully defending against writs of mandate in court on student discipline matters. Our attorneys have effectively assisted the parties in expulsion appeals to reach a negotiated resolution, avoiding the substantial cost and time involved in county board hearings of expulsion appeals.

Student Records/Public Records Act

Our attorneys have extensive experience in matters of student records and privacy regulations such as SOPIPA, FERPA, COPPA, CIPA, and AB-1584. The firm provides policy drafting and training services regarding the handling of confidential student records. We work closely with districts to identify all documents which are exempt from disclosure requests and formulate appropriate responses to such inquiries.

Consultation Prior to and During Student Expulsion Appeals

Firm attorneys are experienced in providing representation to district boards on expulsion appeal hearings. Depending on the need, advice may be provided orally or in writing, either before, during or after a hearing. Attorneys are also familiar with the complicated requirements governing suspensions and expulsions and can advise the district if the procedural and legal requirements have been met.

Consultation Prior to and During the Hearing of Inter-District Attendance Appeals

We routinely review materials related to inter-district transfer appeals and serve as legal counsel at such hearings. Firm attorneys understand the Education Code sections that apply to inter-district transfers and hearing requirements, and are available to provide the District with advice on how best to proceed in a matter that is being appealed to the Board. This advice is based on a thorough review of the appeal documents, policies and past-practices, and with respect to current law.

Other Student-Related Services as May Be Required

We are experienced in dealing with student search and seizure matters, drug testing, establishment of religion, free exercise of religion, free speech and expressive conduct, free school guarantee, textbook challenges, and due process rights of students. Firm attorneys and paralegals are available to handle other student-related services, including investigating student complaints.

Litigation Services

We have handled a wide range of civil rights cases brought in state and federal courts including, but not limited to, cases brought pursuant to 42 U.S.C. Sections 1981, 1983, and 1985, Title VII, as well as civil rights cases based on the California Constitution and applicable statutes (e.g., the Fair Employment and Housing Act and the Unruh Civil Rights Act). The firm has handled many cases involving wrongful termination issues in the public sector, including a wide variety of "whistleblower" cases brought pursuant to provisions of the Education, Government, and Labor Codes.

Board Related Services**Advice Regarding Conflict of Interest**

Firm attorneys provide advice and assistance on conflict of interest issues, including violations of Government Code sections 1090 et seq. and 87100 et seq. (Political Reform Act of 1974). They also offer training to all district employees, including new and experienced board members, on potential conflicts of interest, including compliance with the filing requirements of FPPC Form 700.

Advice Regarding the Open Meeting Requirements of the Ralph M. Brown Act

Firm attorneys are familiar with all matters relating to the Brown Act. For example, they regularly review agendas for compliance with requirements, provide advice about the definition of a meeting, the propriety of closed session discussions, and the obligation to announce certain actions taken in closed sessions.

Be Physically Present on Days of Board Meetings and as Needed

If it is the Board and administration's desire to have counsel present throughout each meeting, AALRR attorneys will staff those meetings. As our Firm has a local office in Pleasanton, in person meetings can be readily arranged at any time without the travel costs which other firms would need to charge.

Review of Claims under the California Tort Claims Act

We review claims under the California Tort Claims Act and provide advice regarding an appropriate response.

Review and Drafting of Correspondence and Policies on School Matters

The firm assists public education agencies in reviewing and updating board policies and administrative regulations to ensure compliance with law and applicable collective bargaining agreements.

Advice Regarding Responses to Public Records Requests

Attorneys work closely with districts in responding to requests for public information under the California Public Records Act as well as the Freedom of Information Act.

Charter Schools

Firm attorneys are regularly called upon to offer advice on charter petitions and other charter school issues. Attorneys are experienced in reviewing petitions to ensure legal compliance and to counsel charter school authorizing entities with regard to oversight and monitoring issues that arise once charter schools are in operation. Our firm is well versed in charter school facilities issues, and we regularly assist educational entities with the processing of Proposition 39 requests for facilities.

Miscellaneous and Other Services**Construction Claims**

The firm excels in the area of handling and resolving construction and design claims. Our attorneys are well regarded for their experience in these areas and have resolved several billion dollars in claims. Our extensive experience includes: contractor claims concerning extra costs, entitlement issues concerning contract extras regarding proposed change orders or alleged design changes, design coordination issues, subcontractor coordination issues, design and engineering errors and omissions claims, disruption and loss of productivity claims, contract performance delay claims including critical path schedule analysis, contract entitlement to time extensions, liquidated damages analysis and assessment, and the whole panoply of construction design performance and contract issues related to school construction.

Construction Labor Issues

We have successfully negotiated Project Stabilization Agreements (PSA), otherwise known as Project Labor Agreements (PLA), on behalf of several public agencies. Examples include successful negotiations of PLAs for Rialto Unified School District, Santa Ana Unified School District, and West Contra Costa Unified School District.

Environmental Law

The firm provides strategic advice to clients on a broad range of environmental issues, including federal and state Superfund and site remediation matters, brownfields redevelopment, environmental aspects of real estate transactions, compliance and enforcement matters, climate change, environmental disclosure, environmental litigation and alternative dispute resolution.

Insurance Law

The firm has attorneys with experience fighting claims against insurance companies and JPA risk pools to ensure the District gets favorable coverage decisions. We have also been asked for our opinion on the adequacy of the general liability portions of an Owner Controlled Insurance Program (OCIP) covering a district's bond-funded construction program. Should the District ever need such advocacy, those resources are available.

Real Property Disposition

We have sold or exchanged hundreds of millions of dollars' worth of property on behalf of our public agency clients. In particular, during the last two years alone, the firm has handled complicated sale processes requiring public auctions for multiple public agency clients with sale prices collectively exceeding \$75,000,000. Our firm is currently handling the sale or lease of more than thirty different properties for a variety of public agency clients.

Real Property Acquisition

AALRR represents school districts and public agencies with respect to the acquisition of property, including purchase and escrow agreements, leases and licenses, joint use and occupancy agreements, civic center agreements, and California Environmental Quality Act (CEQA) compliance. Our services in this area include both transactional and litigation assistance.

Public Procurement – Contract Support

The firm represents school districts and public agencies in all types of transactions and agreements, including architect agreements, construction management agreements, inspector agreements, lease and purchase contracts for equipment and supplies, food service contracts, transportation contracts, consultant and professional contracts, energy conservation and management contracts, contracts for information technology hardware and software, as well as all applicable bidding and notice requirements for these transactions.

Developer Fees

The firm is very familiar with developer fee requirements and regulations. We represent numerous school district clients with regard to adopting, increasing, and defending school facilities fee assessments. We also represent school districts in negotiating and drafting mitigation agreements with residential developers. By way of example, the firm represented the Long Beach Unified School District with regard to a mitigation agreement between the District and Boeing.

Eminent Domain

Our eminent domain practice includes both advice and counsel on the procedural aspects of property acquisition as well as litigation. On the technical side, we prepare, file, and serve summons, complaints, and all related documents. We have obtained and served writs of assistance in order to evict owners from the property. Our services include review of litigation guarantees, acquisition negotiations, and property valuation.

Election Issues

Our Firm regularly advising districts on compliance with the California Voting Rights Act, including trustee areas and redistricting issues.

School District Organization and Reorganization

Our team has advised K-12 districts, community college districts and county offices of education through all phases of organization and reorganization at the local and state levels.

Our experience advocating and advising all different sides of the reorganization process adds to our ability to proactively and effectively advance our clients' position in such actions. We have served as legal counsel for the Merced County Office of Education and the Stanislaus County Office of Education in numerous successful school district organization and reorganization matters.

Media Relations

We have a proven track record of working with Public Information offices. At times, matters may be media sensitive. Our attorneys have experience dealing with media inquiries and understand the need to keep information confidential while keeping high-profile matters as transparent as possible.

Retention of Electronic Records (including email)

Our Firm has drafted record retention policies for educational entities, including email records and can provide advice on "litigation hold" practices in compliance with federal and state law.

Non-Legal Consultant Services

The firm affiliates with a panel of highly experienced non-legal consultants. These consultants are highly qualified, experienced, retired leaders and specialists in the education community. Services provided include inservice training on personnel services, business service audits, public/employee relations surveys and communications, budget analysis/support services, constructional coaching/counseling at school improvement sites, board governance training, and board/superintendent relations, including facilitation of evaluations.

3. Key Personnel

We propose the following team of attorneys to provide legal services as requested by the District. All members of the proposed team are licensed attorneys and in good standing with the California Bar Association.

Name	Title	Specialization	Bar Number
Eve Fichtner	Partner	General Counsel/Investigations	173583
Elizabeth Rho-Ng	Partner	Student and Special Education Services	213157
Meredith Brown	Partner	Contract Administration/Facilities	142134
Georgelle Cuevas	Associate	Personnel/Investigations	283595
Jacqueline Hang	Associate	Personnel/Investigations	305546

The above-related complete biographies can be found immediately following this section.

Attorney Training and Continuing Education

The firm ensures its attorneys, paralegals, and staff have up-to-date knowledge of developments in the law. We provide monthly in-house continuing education programs and training for all attorneys in a broad spectrum of areas that are not specifically legal, but are extremely relevant to our firm's mission and purpose. The firm also supports its attorneys by encouraging and arranging their participation in educational seminars and workshops on an equally wide-range of legal issues. Our firm budgets the attendance of our attorneys at a variety of continuing education events occurring both statewide and nationally. We also regularly attend and present at meetings of the California Council of School Attorneys, and attend meetings of the National Association of College and University Attorneys.



Eve P. Fichtner

Partner
916-923-1200
epeekfichtner@aalrr.com

I go beyond identifying potential problems. I try to anticipate our clients' strategic options which are consistent with their values.

Eve Peek Fichtner represents school districts, county offices of education, community colleges, and private employers for personnel matters, student issues, and all forms of discrimination and harassment claims. Ms. Fichtner has certification and significant experience conducting prompt, thorough, and effective workplace investigations and Title IX investigations. She also provides resolution-based services to clients, including workplace coaching for employees and supervisors, conflict resolution training, and facilitated meetings. In addition, she serves as a hearing officer for student expulsion cases, appeals and Title IX campus assault matters.

Ms. Fichtner provides representation, advice, and counsel on numerous school and employment matters, including employee leave, evaluation, discipline and dismissal, student discipline, bullying, reasonable accommodation, interactive meetings, release of public records, drug testing, search and seizure law, sexual misconduct, restraining orders, and motions to quash defective subpoenas. Ms. Fichtner has represented clients before state courts and administrative bodies. She has served as General Counsel to Davis Joint Unified School District for over six years.

Ms. Fichtner is an experienced and effective trainer on a variety of legal issues, including Title IX sexual misconduct matters; prevention of sexual harassment, discrimination, bullying and retaliation; understanding student discipline laws; conducting internal investigations; addressing electronic misconduct; effective conflict

OFFICE

2485 Natomas Park Drive
Suite 240
Sacramento, CA 95833

EDUCATION

J.D. University of California, Davis
School of Law
B.A. University of California, Santa
Barbara

ADMISSIONS

1994, California
U.S. District Court, Eastern District
of California

PRACTICE AREAS

Board Governance
Discrimination & Harassment
Education
Employee Performance &
Evaluation
Equity in Education/Office for Civil
Rights
Investigations
Student Discipline
Workplace Training



Eve P. Fichtner

resolution techniques; and the FRISK® Documentation Model.

Honors & Recognitions

- *Sacramento Magazine's* Top Lawyers List (2016)

Firm News

AALRR Hosts Inaugural Civil Rights Conference
09.21.2018

AALRR Speakers Announced for April
04.05.2018

Eve Peak Fichtner Rejoins AALRR's Sacramento Office
11.28.2016

Events & Speaking Engagements

Ms. Fichtner developed a comprehensive investigation training seminar, PROOF, which she has presented throughout California. She also trains campus staff on Title IX investigations. She has prepared and presented workshops on a variety of other topics as well, including sexual harassment prevention, cyber-misconduct, bullying, free speech/religion, the Brown Act, employee evaluation, student discipline, and ADA/FMLA.

Alerts & Articles

U.S. Department of Education Confirms that the Federal Government Will Not Pursue Title IX Complaints by Transgender Students Based on Facility Access
03.26.2018

U.S. Department of Education Issues New Guidelines for Addressing Sexual Misconduct Under Title IX
01.08.2018

U.S. Department of Education Withdraws Prior OCR Guidance on Campus Sexual Misconduct Under Title IX
09.22.2017

School Districts Should Consider Including Title IX Information in Their Back-To-School Packages
08.10.2017



Eve P. Fichtner

New OCR Field Instructions Regarding Title IX Transgender Student Issues
07.12.2017

Publications

Ms. Fichtner contributes to the firm's publications and education law blog.

Blog Posts

New Laws Expand Employers' Sexual Harassment Prevention Obligations
EdLawConnect Blog, 01.15.2019

A Renewed Focus on Title IX: Addressing Sexual Misconduct Allegations in the Educational Setting Amidst Hollywood Revelations
EdLawConnect Blog, 03.05.2018

Community & Professional

Ms. Fichtner is the President of the Camerado Springs Middle School Parents Club. Additionally, she is a member of the following organizations:

- Association of Title IX Administrators
- Association of Workplace Investigators
- California Council of School Attorneys
- Sacramento Bar Association, Labor and Employment Section


**Atkinson, Andelson
Loya, Ruud & Romo**
A Professional Law Corporation



Elizabeth J. Rho-Ng
 Partner
 925-227-9200
 erho-ng@aalrr.com

I am honored to advise professionals in furthering the success and growth of the future of California — our students.

Elizabeth Rho-Ng represents California public school districts, county offices of education, private schools, community college districts, and special education local plan areas in various aspects of education law, specializing in special education and student issues. She advises clients on all matters related to serving the needs of disabled students and has extensive expertise on topics ranging from Section 504 disability discrimination complaints and student disciplinary matters to special education administrative proceedings. Ms. Rho-Ng has successfully litigated special education cases in both state and federal courts and before administrative agencies.

Prior to her education law practice, Ms. Rho-Ng served as a staff attorney at the United States Court of Appeals for the Ninth Circuit, where she evaluated cases in both the criminal and civil divisions and presented memoranda opinions to the judges. In law school, Ms. Rho-Ng served as a law clerk at a Boston education law firm and at the U.S. Attorney's Office for the Northern District of California, where she handled the criminal misdemeanor caseload. Ms. Rho-Ng has taught English as a second language in South Korea and, more recently while on sabbatical from the firm, taught law and core curriculum courses at Prince Mohammad bin Fahd University in Al Khobar, Kingdom of Saudi Arabia.

OFFICES

5075 Hopyard Road
 Suite 210
 Pleasanton, CA 94588

2485 Natomas Park Drive
 Suite 240
 Sacramento, CA 95833

10 River Park East
 Suite 240
 Fresno, CA 93720

EDUCATION

J.D. Northeastern University
 School of Law
 B.A. University of Texas at Austin

ADMISSIONS

2001 California
 U.S. Court of Appeals, Ninth Circuit
 U.S. District Court, Northern District
 of California

PRACTICE AREAS

ADA, IDEA & Section 504
 Education
 Special Education

LANGUAGES

Korean



Elizabeth J. Rho-Ng

Firm News

Spanish

New AALRR Equity Partners featured on the cover of *Diversity Matters Magazine*
06.07.2018

AALRR Announces New Equity and Non-Equity Partners
01.09.2018

Foster Care Children in Special Education: Keeping Them on the Radar
12.20.2012

Education Attorney Joins AALRR's Pleasanton Office
10.16.2012

Events & Speaking Engagements

For over a decade, Ms. Rho-Ng has presented extensively across the state, from the school-site level to state-wide educational conferences, providing trainings and professional development to school staff, administrators, governing boards, and other stakeholders in the field of education.

SETA Boot Camp - Making a Difference
Multiple Locations, Multiple Dates

SETA Boot Camp - Making a Difference
Multiple Locations, Multiple Dates

SETA Boot Camp - Making a Difference
Multiple Locations, Multiple Dates

SETA Boot Camp - Making a Difference
Multiple Locations, Multiple Dates

SETA Boot Camp - Making a Difference
Multiple Locations, Multiple Dates

SETA Boot Camp - Making a Difference
Multiple Locations, Multiple Dates



Elizabeth J. Rho-Ng

Alerts & Articles

Districts Should Consider Residential Placement Needs for Students in Out-of-Home Settings Initiated by Child Welfare Agencies
01.31.2019

The "Discovery Rule" Applies to Time-Bar Parent Claims Under the IDEA
05.18.2017

U.S. Supreme Court Clarifies the Standard of a Free Appropriate Public Education Under the Individuals with Disabilities Education Act
04.03.2017

District Court Upholds Cost Limitations Pertaining to Publicly Funded Independent Educational Evaluations (IEE)
04.03.2017

Specialized Instruction and Services for a General Education Student May Amount to Eligibility for Special Education and Related Services
09.22.2016

Judge Changes Course on Student Data Discovery Protocol
03.07.2016

Districts May, But are Not Required to, Provide Notice to Parents Regarding The Morgan Hill
02.18.2016

Publications

Ms. Rho-Ng has also authored a series of online articles pertaining to special education legal compliance and best practices for public agencies.

Blog Posts

School District Day Care Center and Preschool Staff May Have to Abide by New Vaccination Requirements
EdLawConnect Blog, 02.02.2017

Attorney's Fees and IEEs: A School District May Still Have to Pay Parents' Attorney's Fees Despite Voluntarily Withdrawing Its Own Due Process Complaint to Defend Its Assessment
EdLawConnect Blog, 06.05.2013




Elizabeth J. Rho-Ng

Education Attorney Joins AALRR's Pleasanton Office
EdLawConnect Blog, 10.23.2012

Community & Professional

- Asian American Bar Association of the Greater Bay Area, Member
- California Council of School Attorneys, Member
- Korean American Bar Association of Northern California, Member



aa/rr Atkinson, Andelson
Loya, Ruud & Romo
A Professional Law Corporation

Meredith E. Brown
Partner
925-227-9200
mbrown@aa/rr.com

Meredith Brown has more than 25 years of experience representing public agencies and private institutions. Her principal areas of specialization include general litigation, local government law for California public agencies, construction law (including hospital construction), business litigation, business law for private and public entities, environmental law, and contracts and public procurement.

Ms. Brown has developed general conditions and special provisions for multi-million-dollar construction projects. She has also provided claims avoidance counseling and defense for public entities conducting large capital programs involving multiple complex construction and joint development projects. Ms. Brown drafted procurement procedures, analyzed and resolved construction bid protests, and drafted and trained school district staff on the use of Requests for Proposals and contract templates. She has experience drafting and negotiating leases, joint use agreements, and memoranda of understanding for public entity clients with a heavy construction and procurement volume.

Ms. Brown provides advice to both private and public clients. She has defended private clients in land use nuisance and California Environmental Quality Act claims. She has negotiated public and private partnerships relating to shared fund and maintenance of sports fields and a public library that allowed youth sports groups and local communities' access to public facilities that otherwise would be unavailable due to funding shortfalls.

Ms. Brown served on the board of a private independent school accredited through the Western Association of Schools and Colleges and has developed policies and procedures for public and private

OFFICES

5075 Hopyard Road
Suite 210
Pleasanton, CA 94588

1050 Northgate Drive
Suite 520
San Rafael, CA 94903

INDUSTRIES

Educational Agencies
Environmental

EDUCATION

J.D., Boston University School of Law
B.A., Cornell University

ADMISSIONS

1988, California
Supreme Court of California
U.S. District Court, Northern District
of California

PRACTICE AREAS

CEQA
Education Litigation
Environmental
Litigation



Meredith E. Brown

educational and community service organizations. She currently serves as a member of the board of trustees for a public community college. She has practiced construction and business litigation on behalf of nationally recognized public and private clients, and has represented a number of large and small public entities in the San Francisco Bay Area.

Ms. Brown has served as legal counsel in numerous public agency board meetings, court proceedings, and administrative hearings, including hearings before the City of Oakland and the Fair Political Practices Commission. She has also served as a member of the Alameda County Transportation Commission Advisory Committee.

In addition to serving as an advocate, Ms. Brown has extensive adjudicative experience, having served as an Alameda County Limited Jurisdiction Judge Pro Tem from 2009 until 2013. As a Judge Pro Tem, Ms. Brown managed a courtroom setting, accepted testimony, and reviewed evidence in reaching her decisions. In 2013, Ms. Brown was elected to serve on the trustee board of her local community college district.

Ms. Brown is well versed in Brown Act compliance issues and also provides training to educational institutions on Title IX compliance.

Firm News

AALRR Hosts Inaugural Civil Rights Conference
09.21.2018

AALRR Speakers Announced for April
04.05.2018

AALRR Speakers Announced for January
01.12.2018

AALRR Speakers Announced for November
11.02.2017

AALRR Attorney Meredith Brown Elected to Represent Association of Community College Trustees
10.12.2016

AALRR Launches Title IX Compliance Initiative Focused on Addressing Sexual Violence.
04.17.2015

Atkinson, Andelson, Loya, Ruud & Romo Adds Prominent Attorneys to Pleasanton Office
01.26.2015



Meredith E. Brown

Alerts & Articles

Public K-12 Schools Must Adopt Policies by July 1 to Protect the Rights of Students Regardless of Immigration Status
05.07.2018

Second Federal Court Orders DHS to Maintain DACA with Certain Exceptions; U.S. Supreme Court Denies DOJ's Request for Direct Review
02.27.2018

Federal Court Requires Federal Government to Maintain DACA Program Nationwide with Certain Exceptions
01.19.2018

The End of DACA: Q & A for Educational Agencies
09.06.2017

Publications

Ms. Brown is the co-author of "Recent Legislation Implementing Dual Enrollment Partnership Agreements," published in the fall 2016 newsletter of the Association of Chief Human Resource Officers/Equal Employment Officers (ACHRO/EEO). Topics covered included:

- Sanctuary jurisdictions, immigration, and state sovereignty
- Topical legal issues for executive assistants
- Creating a safe and supportive environment for all students irrespective of immigration status.

Community & Professional

- African American Community College Trustees, Caucus of the California Community College League, President
- Alameda County Bar Association, Member
- Alameda County Democratic Lawyers Club, President
- Association of Community College Trustees, Representative
- Delegate to the 2008 National Democratic Party Convention in Denver, Colorado
- Junior League Service Club, member and annual volunteer for the Junior League literacy program "Shooting Stars" implemented in Oakland public schools
- Junior Classical League Chaperone/Volunteer for Certamen and State Convention
- Metropolitan Greater Oakland Democratic Organization, Member
- National Women's Political Caucus, Alameda County, Board Member



Meredith E. Brown

- Oakland Chamber of Commerce, Member
- Oakland African-American Chamber of Commerce, Member
- Oakland East Bay Small Business Council, Member
- Oakland Montclair Soccer Club, president and coach of its girls' Under-10 team
- Pacific Region Diversity Committee, Member



I feel privileged to have the opportunity to assist people with their problems.

Georgelle Cuevas regularly assists school districts, county offices of education, and community colleges in navigating the requirements of the Education Code, Public Records Act, the Brown Act, and conflict of interest laws. Ms. Cuevas is experienced in counseling and representing public and private sector employers in all aspects of labor and employment law, including discrimination/harassment, wrongful termination, disability, reasonable accommodation, wage and hour requirements, leave requirements, discipline and dismissal. She has significant experience conducting thorough and effective investigations concerning workplace issues and student complaints.

In addition to being a licensed attorney, Ms. Cuevas is also a Certified Professional in Human Resources. Ms. Cuevas gained experience in employment law, retirement, education and civil rights at previous firms. Her prior experience also includes internships with the Equal Employment Opportunity Commission and the National Labor Relations Board.

During law school, Ms. Cuevas served as the Vice-President of External Affairs for the Moot Court Honors Society. In addition, she won a CALI award for receiving the highest grade in her Immigration Law class.

Events & Speaking Engagements

- "Employee Absenteeism: Managing Attendance Issues," AALRR Shell Beach Conference, Pismo Beach, CA, April 26, 2018.

OFFICE

5075 Hopyard Road
Suite 210
Pleasanton, CA 94588

EDUCATION

LL.M. University of California,
Berkeley School of Law
J.D., University of Akron School of
Law
M.S.M., University of Akron, College
of Business Administration
B.F.A., Kent State University

ADMISSIONS

2012, California
2012, Florida
U.S. Court of Appeals, Ninth Circuit
U.S. District Courts, Eastern and
Northern Districts of California

PRACTICE AREAS

Discrimination & Harassment
Education
Employee Performance &
Evaluation
Investigations
Student Discipline



Georgelle C. Cuevas

- "Ransomware: Legal Issues and Tips to Avoid Being Held Hostage," CCCCA Annual Conference, Santa Rosa, CA, February 22, 2018.
- "Public Records Act: How to Comply Following *City of San Jose*," AALRR EdLaw Tech Conference, Stockton, CA, November, 2017 and Santa Clara, CA, October 27, 2017.
- "Ransomware: Legal Issues and Tips to Avoid Being Held Hostage," AALRR EdLaw Tech Conference, Stockton, CA, November, 2017.
- "AALRR California Legal Update: It's the Law Now!" AALRR Education Law Conference, Stockton, CA, November 6, 2017.

Alerts & Articles

New Legislation Makes Merit System Playground Supervisors Permanent Classified Employees as of January 1, 2019
09.21.2018

School District of Choice Provisions Extended to 2023
08.02.2017

Publications

Ms. Cuevas is a contributor to the firm's education publications and blog.

Blog Posts

Live Streaming – Legal Issues for the School or Community College
EdLawConnect Blog, 06.06.2018

Retain or Delete? Managing Documents in the Digital Age
EdLawConnect Blog, 04.23.2016

SB 395 – New Protections for Students Age 15 and under when Subjected to Custodial Interrogation by Law Enforcement
EdLawConnect Blog, 01.09.2018

New Handbook Published by State Chancellor's Office Highlights Best Practices to Promote Diversity in Hiring
EdLawConnect Blog, 11.30.2016

EEOC Limits on Disability-Related Inquiries Regarding Employee Participation in Employer-Sponsored Wellness Plans
EdLawConnect Blog, 08.09.2016

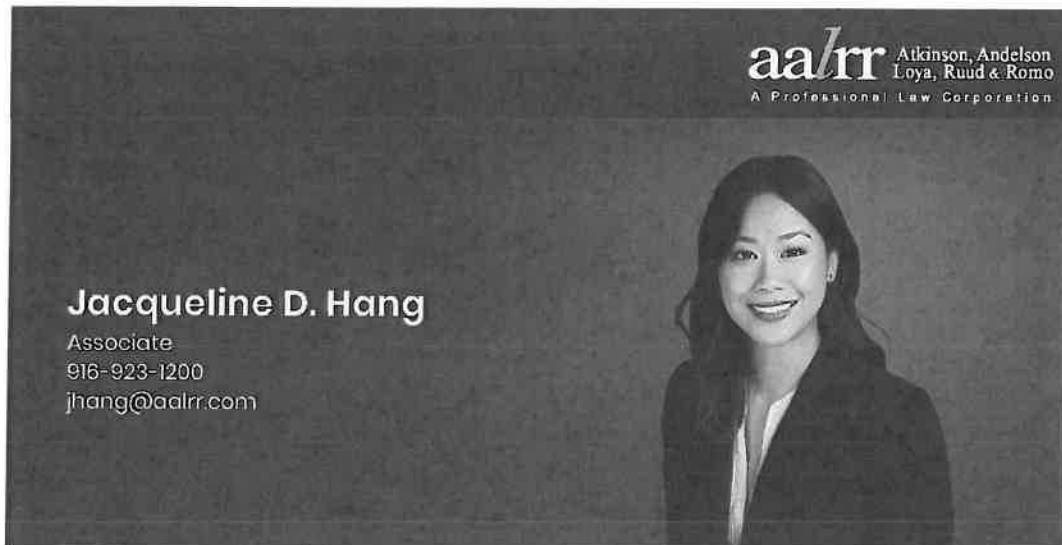


Georgelle C. Cuevas

School Districts and Colleges Can Regulate Possession of Weapons on Campus
EdLawConnect Blog, 07.14.2016

Community & Professional

Ms. Cuevas currently volunteers as an attorney coach of the Amador Valley High School Mock Trial Team. She previously served as an attorney scorer for Contra Costa County's moot court and mock trial programs for high school students from 2012-2015.



Through the power of teamwork, diverse minds can achieve greatness together.

Jacqueline Hang represents California public school districts, community college districts, and county offices of education in all areas of general education law; employment matters such as discrimination, harassment, dismissal, and reasonable accommodation requirements; student discipline issues such as harassment and bullying charges; and First Amendment rights. Ms. Hang conducts workplace investigations for public school districts, and provides legal counsel on matters involving human resources and student services. She is also a member of the firm's Title IX group. In addition, she provides counsel for a full range of legal issues relating to charter schools, including operational compliance review and monitoring, complaint investigations, petitions and appeals, and operating agreements.

During college, she cofounded the Berkeley chapter of the International Justice Mission, a human rights organization. In law school, she received the Outstanding Student Service Senior Award, as well as the Witkin Award for earning the highest grade in Advanced Appellate Advocacy and Global Lawyering Skills II. In addition, she served as President of McGeorge Women's Caucus. Ms. Hang earned extensive recognition for her moot court skills, including being selected for the Order of Barristers and the Moot Court Honors Board, winning the Best Brief Award in the ABA National Appellate Advocacy Competition, and being named Best Advocate in the Regional NYC Bar Association National Competition.

OFFICE

2485 Natomas Park Drive
Suite 240
Sacramento, CA 95833

EDUCATION

J.D., University of the Pacific,
McGeorge School of Law
B.A., University of California,
Berkeley

ADMISSIONS

2015, California

SECTION III. - REFERENCES

Alameda County Office of Education	Karen Monroe, Superintendent (510) 670-4144 Karen@karenmonroe.org
Berkeley Unified School District	Dr. Jan Hamilton, Director of Special Education (510) 644-7733 janhamilton@berkeley.net
Davis Joint Unified School District	John Bowes, Ed. D, Superintendent (530) 757-5300 jbowes@djusd.net
Novato Unified School District	Jim Hogeboom, Superintendent (415) 897-4211 jhogeboom@nUSD.org

SECTION IV. - SERVICES AND BILLING

Billing Methods

The firm will work with the Pleasanton Unified School District to ensure that our billing practices meet your requirements. Currently, in order to assist in tracking costs on particular cases or issues, the firm uses a “*matter number*” billing system. This also allows the firm and the District to identify the service provided by date(s), amount of time spent, the firm employee who provided it, and the name of the District employee who requested the service.

Our billing is prepared monthly and then submitted to the client. The bill can be separated by department or matter. Our Billing Manager is responsible for managing the firm’s billing and ensuring the billing information meets the client’s needs. The Billing Manager contact information is below:

Cheryl Messerschmitt, Billing Manager
12800 Center Court Drive, Suite 300
Cerritos, CA 90703

Phone: (562) 653-3200/Email: cmesserschmitt@aalrr.com

Billing Software Information

The firm uses Aderant Expert. The software allows for the District to receive invoices electronically in PDF format in addition to receiving hard copies. Hard copies of invoices are sent between the 10th and 15th of every month.

Hourly Rates

Among our public sector clients, AALRR is known for our competitive rates, fair billing practices, and a universal perception from clients that they receive value for the cost of legal services provided. Billing is in one-quarter hour increments. Travel time is billed at the same hourly rate.

Administrative Fee: In lieu of charging separately for Westlaw, photocopies, automobile mileage, parking, telephone, document preparation and postage, the Firm charges a 5% administrative fee based on the monthly billed fee to the District.

Standard Hourly Rate Services:

Senior Partners	\$320
Partners/Senior Counsel	\$300
Senior Associates	\$270
Associates	\$250
Non-Legal Consultants	\$200
Senior Paralegals/Law Clerks	\$200
Paralegals/Legal Assistants	\$190

Fixed Fee Services:

A full day of training (up to 8 hours)	\$4,750
A half day of training (up to 4 hours)	\$3,500
A two-hour training	\$2,750
A one-hour training	\$2,000

Office Locations

AALRR has nine offices throughout California — Marin, Pleasanton, Sacramento, Fresno, Cerritos, Irvine, Riverside, San Diego, and Pasadena. The District will, of course, receive service primarily from our Pleasanton Office, which is less than a mile from the District Office. Depending on the preferences of the District, our attorneys will make themselves available at any time to field questions from District administrative staff.

Servicing Office: **Pleasanton:** 5075 Hopyard Road, Suite 210, Pleasanton, CA 94588; Tel: (925) 227-9200; Fax: (925) 227-9202

Northern California Offices: **Marin:** 1050 Northgate Drive, Suite 520, San Rafael, CA 94903; Tel: (628) 234-6200; Fax: (628) 234-6899 **Sacramento:** 2485 Natomas Park Drive, Suite 240, Sacramento, CA 95833; Tel: (916) 923-1200; Fax: (916) 923-1222 **Fresno:** 10 River Park East, Suite 240, Fresno, CA 93720; Tel: (559) 225-6700; Fax: (559) 225-3416

Southern California Offices: **Cerritos:** 12800 Center Court Drive, Suite 300, Cerritos, CA 90703, Tel: (562) 653-3200; Fax: (562) 653-3333 **Pasadena:** 201 South Lake Avenue, Suite 300, Pasadena, CA 91101; Tel: (626) 583-8600; Fax: (626) 583-8610 **San Diego:** 4275 Executive Square, Suite 700, La Jolla, CA 92037; Tel: (858) 485-9526; Fax: (858) 485-9412 **Irvine:** 20 Pacifica, Suite 1100, Irvine, CA 92618; Tel: (949) 453-4260; Fax: (949) 453-4262 **Riverside:** 3880 Lemon Street, Suite 350, Riverside, CA 92501; Tel: (951) 683-1122; Fax: (951) 683-1144

Responsiveness

Our firm policy for responding to client inquiries is to respond immediately if possible, but always within 24 hours. On occasion where the attorney is tied up in court or handling another matter, another team member will be call upon for prompt service.

All of our attorneys work from iPhones and have access to their emails and voicemails 24 hours a day and 7 days a week.

Professional Development Workshops

We invest in our clients. At no cost, in March and September, we provide our Annual Special Education Training Academy and Education Law Technology Conference. These conferences focus on new and existing developments in labor, employment, special education, facilities and general educational law. The firm also authors a blog and periodic “**AALRR Alerts**” which are distributed to clients on recent case law developments and legislative actions that affect the education community.

Transition Process

It is anticipated that AALRR lead attorneys will meet with District personnel to discuss the overall goals and objectives of the District, discuss outstanding matters and challenges, determine which files, if any, will need to be transferred from existing counsel, and take appropriate steps to get attorneys assigned to those matters and all deadlines calendared.

Plan to Keep District Informed

We also believe that well-reasoned opinion letters provide the client with valuable insight that often extends beyond the immediate issue. As a client of AALRR, Pleasanton Unified School District will receive regular updates, on new federal and state laws impacting the District. We also offer an annual Education Law Conference in November of each year to inform districts of the changes in state and federal law.

SECTION V. - FORMS TO BE COMPLETED AND RETURNED

RFP 2018-19.09
PROFESSIONAL LEGAL SERVICES**SECTION V
FORMS TO BE COMPLETED AND RETURNED****PROPOSAL FORM**

My firm's response to the Request for Proposals is attached and identified as my official response to RFP 2015-16.12 Professional Legal Services.

Undersigned agrees to furnish the services stipulated in the attached proposal and signifies acceptance of the terms, conditions and specifications contained in Pleasanton Unified School District RFP 2015-16.12.

The governing board of Pleasanton Unified School District reserves the right to reject any and all proposals and/or waive any irregularities or informalities in the bidding process.

Company Name: Atkinson, Andelson, Loya, Ruud & RomoAddress: 5075 Hopyard Road, Suite 210Pleasanton, CA 94588Signature:  Date: 2-26-2019 and 6/5/19Print Name: Eve FichtnerTitle: PartnerPhone: (925) 227-9200; (916) 923-1200Fax: (925) 227-9202; (916) 923-1222E-mail: epeekfichtner@aalrr.com

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

Atkinson, Andelson, Loya,

I am the Partner (title) of Ruud & Romo (company name), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2-26-2019 [date], at Pleasanton [city], CA [state].

 6/5/19
Signature

Eve Fichtner
Name (printed)

**RECEIPT OF REQUEST FOR PROPOSAL (RFP) AND ADDENDA
(TO BE EXECUTED AND RETURNED)**

Upon return of the completed RFP for Legal Services, the proposer shall acknowledge receipt of the RFP, all supporting documents, and all addenda. It is the proposer's responsibility to check the District website at <http://go.pleasantonusd.net/bids> for addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

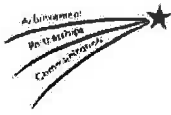
Document Name	Initial
1 RFP dated January 29, 2019	EPF
2 Addendum 1 (if applicable)	N/A
3 Addendum 2 (if applicable)	N/A
4 Addendum 3 (if applicable)	N/A
5 Addendum 4 (if applicable)	N/A
6 Addendum 5 (if applicable)	N/A
7 Addendum 6 (if applicable)	N/A
8 Addendum 7 (if applicable)	N/A

I, the undersigned, on behalf of the (proposer) certify that I have received all documents listed above.

 6/5/19
Signature

2-26-2019
Date

Partner
Title

Pleasanton Unified School District

January 29, 2019

PROPOSAL: Request for Proposal No. 2018-19.09

SUBMISSION: March 1, 2019

TIME: 2 PM

NOTICE IS HEREBY GIVEN that the Pleasanton Unified School District (District) of Alameda County, State of California, will receive up to and not later than 2 PM local time on March 1, 2019 sealed Proposals for the following scope of work:

Professional Legal Services

Such Proposals shall be received at the Pleasanton Unified School District, Purchasing Office, 4750 First Street, Pleasanton, CA 94566. Envelopes containing Proposals shall be sealed and clearly marked "RFP 2018-19.09" Professional Legal Services.

Each Proposal must conform and be fully responsive to this invitation and all other documents comprising the pertinent contract documents, submitted on the printed forms provided by the Pleasanton Unified School District, and sealed in an envelope.

No oral, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled submittal deadline will be returned unopened. Proposals must bear original signatures and figures.

The RFP is available on the District website at <http://go.pleasantonusd.net/bids>.

Award of a contract or contracts will be made to the firm(s) offering the most advantageous proposal in the applicable area(s) of specialization. The District is not obligated to make an award and is not obligated to accept the lowest priced proposal, but will make any award in the best interest of the District after all factors have been evaluated.

The District reserves the right to accept or reject any or all proposals, alternate proposals, or unit price, in whole or in part, or waive any formalities, technical defect, clerical error, or irregularity in any proposal received, and to be the sole judge of the suitability of the services offered. All Proposals shall be valid for one hundred twenty days (120) days after the Proposal opening date.

**SCHEDULE OF EVENTS FOR
RFP 2018-19.09
PROFESSIONAL LEGAL SERVICES
FOR THE PLEASANTON UNIFIED SCHOOL DISTRICT**

Release of Request for Proposal (RFP)	January 29, 2019
Deadline for Questions and Inquiries	February 25, 2019 4 PM
Deadline for Submission of Sealed Proposals	March 1, 2019 2 PM
Proposal Opening & Review of Interview Criteria	March 1, 2019 – March 8, 2019
Interview of Finalists (please reserve this date on your calendars)	May 29, 2019
Panel Recommendation to Board of Education	June 11, 2019
Contract Start Date	July 1, 2019

Note: All dates subsequent to receipt of proposals are estimated and subject to change without notice.

RFP 2018-19.09
PROFESSIONAL LEGAL SERVICES
FOR THE
PLEASANTON UNIFIED SCHOOL DISTRICT

INTRODUCTION

The Pleasanton Unified School District (PUSD) is inviting interested legal firms to demonstrate their ability to provide professional legal support for PUSD in the areas of labor relations, contract administration, student and special education related services, litigation services, Board related services, professional liability services, and other legal services as required. PUSD will be selecting multiple firms to supply the above referenced services based on the needs of the District, the firms' areas of expertise, experience, responses to the Scope of Services section of this RFP, and the interview process.

BACKGROUND

The Pleasanton Unified School District (PUSD) is a suburban school district serving approximately 14,800 students from preschool through grade twelve. PUSD has nine elementary schools, three middle schools, two comprehensive high schools, an alternative education program, an adult education program, a special education pre-school, a STEAM pre-school, and a before- and after-school child care program. The student population is 46% White, 10% Hispanic, 39% Asian, 2% Black and 4% other (rounded to nearest percent). Like many California school districts, it faces significant challenges in providing equitable, high quality education for a population of students who are starting to vary widely in linguistic, cultural and socioeconomic background. Direct instructional programs are provided to meet the diverse needs of underserved students.

The District also provides schools with a wide range of support services in instruction, business, personnel, and technology which enhance the districts' ability to provide a quality education for students.

GENERAL TERMS AND CONDITIONS

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

ASSIGNABILITY

The successful Proposer shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District, nor shall the successful Proposer assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, nor claim for any money due or to become due hereunder, shall be asserted against the District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District.

COMPLIANCE WITH STATUTE

The Proposer warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

CONTRACT TERM

The initial term of this contract shall be for 1 year (July 1, 2019 through June 30, 2020) and is renewable for up to four (4) additional years by mutual agreement.

STAFFING BY SELECTED PROPOSER

The selected Proposer shall assign qualified professional staff with appropriate licenses, credentials, permits, knowledge, skills, and disciplines to complete the work covered under this RFP. The District will evaluate the qualifications and availability of key persons to be assigned to serve the District.

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the District and will be returned only at the District's option and at the Proposer's expense. With the exception of confidential financial data, the original response shall be retained for official files and will become a public record after the date and time for final quote submission as specified.

ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections.

ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, the Proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for quoting purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefore.

If a Proposer fails to notify the District, prior to the date fixed for submission of quotes, of an known error in the RFP, or an error that reasonably should have been known, the Proposer shall quote at his own risk; and if awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Proposer should carefully examine the entire RFP and any addenda thereto and all related materials and data referenced in the RFP or otherwise available and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

FINANCIAL STABILITY

Proposer certifies that it is a financially stable, going concern. Proposer agrees that if awarded a contract, it will provide immediate written notice to District in the event a petition in bankruptcy is filed by or against Proposer, or if Proposer is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of Proposer is appointed in any suit or proceeding, or if Proposer makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to Proposer in any jurisdiction.

FINGERPRINTING REQUIREMENTS

The District anticipates that the Proposer will not have contact with any students of the District. However, if the Proposer determines that a visit to a school campus is necessary, the Proposer shall arrange with the District to be accompanied by a District employee at all times or comply with Education Code 45125.1.

INDEPENDENT CONTRACTOR

While performing services for PUSD, the selected Proposer shall be an independent contractor and not an officer, agent, or employee of the District.

INSURANCE REQUIREMENTS

If selected, Proposer shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

MODIFICATIONS

Changes in or additions to the Proposal Form, alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the Request for Proposals may result in the rejection of the proposal as not being responsive to the Request for Proposals. No oral or telephonic modification of any proposal submitted will be considered.

NON-COLLUSION STATEMENT

Proposers are required to submit the attached Non-Collusion Statement with their Proposals.

PREPARATION OF PROPOSAL

PUSD is requesting ONE (1) Original, EIGHT (8) copies and ONE electronic copy (provided on CD/DVD or USB Drive) of the proposal submitted. All proposals submitted must be in sealed envelopes/boxes bearing on the outside the name of the Proposer, the address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the Proposer to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

PLEASANTON UNIFIED SCHOOL DISTRICT RIGHTS AND OPTIONS

The Pleasanton Unified School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate Pleasanton Unified School District to negotiate a contract; however, a successful Proposer(s) will be required to enter into an agreement with the District prior to any work being performed. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for one hundred twenty (120) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

PROPOSER AGREEMENT

In compliance with this request for proposals, the selected Proposer will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein.

QUALIFICATIONS

All companies may be required to furnish evidence of their professional ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to Pleasanton Unified School District.

QUESTIONS REGARDING THE RFP

Questions regarding this RFP should be set forth in writing and sent via e-mail to erebosura@pleasantonusd.net no later than 4 PM on Friday, February 25, 2019. No other person is authorized to receive questions relating to this RFP, and the District shall have no obligation to respond to questions sent to any other person or entity. In its discretion, the District may disregard the response of any firm that, in connection with this RFP, contacts any other District representative including, without limitation, any member of the District Board, Assistant Superintendents, Directors, Assistant Directors, Administrators, Consultants, Managers or any other District personnel.

SIGNING OF IDENTIFICATION SHEET

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

STAFF ASSISTANCE

The District will provide required information and explanations which are pertinent to the work of the selected Proposer.

SELECTION PROCESS

Written responses may be evaluated and screened down to between one and five in each or all areas of expertise. Finalists will meet with PUSD for interviews and negotiate final terms, conditions, and pricing of agreement. It is anticipated that final interviews will be conducted on Friday, May 17, 2019. Please keep this date open on your schedules.

SERVICES

This document is intended to establish a high quality, cost-effective and ethical provision of legal services for the District. Legal advice will typically be solicited by written or

telephone request and may require written responses. Meetings will be held as necessary with appropriate staff to update PUSD on pending matters.

SUBMISSION FORMAT & REQUIREMENTS

Proposals shall be submitted to Ellen Rebosura, Purchasing Coordinator, 4750 First Street, Pleasanton CA 94566 on or before 2 PM on Friday, March 1, 2019. In advance of proposal submissions, questions may be submitted to Ellen Rebosura via email (erebosura@pleasantonusd.net) no later than Friday, February 25, 2019, at 4 PM. The District will post the answers to questions and any addenda to this RFP on our website at <https://go.pleasantonusd.net/bids>.

Firms are responsible for checking this page for additional information prior to submitting Proposals.

The submission requirements for this RFP are detailed below. Review this RFP carefully before responding to ensure that you fully understand all procedural and contractual requirements

Responses to the Request for Proposals shall include **ONE (1) Original, EIGHT (8) copies and ONE electronic copy provided on a CD/DVD or USB Drive.**

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

PROPOSAL GUIDELINES/FORMAT

SECTION I AREAS OF EXPERTISE

Include the completed questionnaire below showing the areas of expertise for your firm.

Please place a check mark next to your areas of expertise for legal services for which you would like to contract.

Provide narratives to supplement your areas of expertise in Section II. Specifically, develop the "Other Services" section by detailing your responses.

1. LABOR RELATIONS SERVICES AND PERSONNEL LAW

- Expert application of the California Education Code
- Employment practices including hiring and evaluation issues, coordination of leaves and the accommodation of employees with disabilities
- Advice and representation in connection with the application of federal, state and local employment laws, including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity Act, the Americans with Disabilities Act and California Fair Employment and Housing Act
- Pay and retirement system issues
- Employee dismissals, suspensions, terminations and/or investigations of misconduct, including representation in related administrative and court proceedings
- Responses to complaints, including under the District's Uniform Complaint Procedures
- Layoffs, non-reelections and administrator reassignments
- Analysis of bargaining unit proposals
- Preparation of PUSD collective bargaining proposals
- Negotiations with bargaining units

- Representation at bargaining sessions
- Drafting of counterproposals and contract language
- Advice and representation regarding unfair practices charges and grievances
- Dispute arbitration and resolution
- Other labor relations services as may be required

2. CONTRACT ADMINISTRATION SERVICES

- Analysis of and recommendations regarding the effect and application and enforcement of contract language
- Drafting, review and negotiation of selected contracts, including those for real estate and construction, software licensing, e-rate, etc.
- Advice and representation regarding competitive bidding issues, contractor prequalification and responsibility issues
- Other contract administration services as may be required

3. STUDENT AND SPECIAL EDUCATION-RELATED SERVICES

- Analysis of and recommendations regarding student discipline issues, including "manifestation determinations"
- Advice and representation regarding appropriate student placements under the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Americans with Disabilities Act and representation in related administrative proceedings such as "due process" hearings and state and federal court proceedings, including attorneys' fees disputes
- Advice regarding special education issues, including, but not limited to eligibility, assessments, Free Appropriate Public Education issues, least restrictive environment, "search and serve" obligations, and requests for placement in non-public schools

-
- Advice regarding release of student records, including privacy regulations such as SOPIPA, FERPA, COPPA, CIPA and AB-1584
 - Consultation prior to and during the hearing of student expulsion appeals by the PUSD Board of Trustees
 - Consultation prior to and during the hearing of inter-district attendance appeals by the Board
 - Advice about student use of electronic communication devices and social media as it pertains to student discipline
 - Review special education issues upon request and provide guidance to Board and Administration
 - Represent the district in mediation upon request
 - Represent the district at all stages of due process beyond mediation including administrative law, commissioner, state board and court proceedings
 - Serve as the district's liaison to the legal representatives/advocates of parents
 - Review special education contracts upon request.
 - Other student-related services as may be required

4. LITIGATION SERVICES

- Ability to initiate and prosecute litigation and defend PUSD in litigation in State and federal courts, including all related phases such as preparation of complaints and other pleadings, law and motion, discovery, witness preparation, trial and appeal
- Familiarity with dispute resolution techniques, including arbitration and mediation
- Other litigation-related services as may be required

5. BOARD RELATED SERVICES

- Advice regarding potential conflicts of interest on the part of the Superintendent, the Board, or PUSD as a whole
- Advice regarding the open meeting requirements of the Ralph M. Brown Act and the implications for the Board, staff and all legally constituted committees and subcommittees and related bodies
- Attendance, upon request, at meeting of the Board, Board committees or subcommittees, or groups convened by the Superintendent of designee
- Consultation on issues relating to the Board's policies and administrative regulations
- Review of claims under the California Tort Claims Act
- Advice on requests for information under the California Public Records Act and/or the Freedom of Information Act
- Charter school issues, including review of charter school petitions, facilities requests, renewals and appeals

6. PROFESSIONAL LIABILITY

- Attorneys
- Architects
- Engineers
- Accountants
- Brokers
- Healthcare
- Technology

7. MISCELLANEOUS SERVICES

- Review of proposals and proposals for legal sufficiency and responsiveness
- Review of legal documents and process not already described in these specifications
- Analysis of legal issues not already described in these specifications

8. OTHER SERVICES (be sure to include descriptions in Section II)

- Construction
- General Liability
- Environmental Law
- Public Entity Litigation
- Surety and Fidelity Bonds
- Bankruptcy and Insolvency
- Insurance Law
- Property
- Workers Compensation
- Special Education
- Public Procurement
- Administrative Regulations
- Developer Fees
- Eminent Domain
- Regulatory approvals for school sites, construction and modernization
- Election Issues

- School District Organization and Reorganization Issues
- Media Relations
- Retention of electronic records (including email)

SECTION II

FIRM BACKGROUND AND INFORMATION

1. Provide Firm's background and experience in providing work of a similar nature, including the number of clients in California, number and name of clients in Alameda County, number of years in educational services, number of attorneys in firm, number of attorneys in firm in Alameda County, organizational chart and matrix, and all other factors that indicate the firm's commitment to perform efficiently and effectively. Please limit this section to four pages.
2. For all of the areas checked in Section 1 above, provide narratives to supplement your areas of expertise. Specifically, develop the "Other Services" section by detailing your responses. Please limit this section to eight pages.
3. Provide resumes for the key personnel who will match the services we are requesting in this RFP and who would be assigned to this account.

SECTION III

REFERENCES

Provide a minimum of three references for a scope of work of similar nature. References should be public school districts in the Alameda County/Bay Area of similar size. Include complete contact information.

SECTION IV SERVICES AND BILLING

Please address all of the following:

1. Provide a plan for an effective method to reconcile invoicing of services provided by your firm with services requested and received from the different departments within PUSD. Billing methods should be clearly identified with the plan for distributing statements to either departments or individuals as directed by PUSD. Please provide the person (name and title) who will be responsible for managing your billing and a sample billing form (showing your billing process).
2. Specify the real-time billing software being used and the minimum hour increments that will be used. Indicate if the software would allow us to receive invoices electronically in addition to receiving hard copies. Indicate the format that would be used to send electronic copies. Specify the schedule on which invoices are issued.
3. Please provide your hourly rates for all levels of service under the attorney category listed below. ***State whether there are additional charges for travel time, expenses or other costs (e.g. copies and Faxes).*** If your firm bills separately for these items, please complete #5 below (including if hourly rates are different for travel time). You may propose two options for hourly rates, one inclusive of all costs.

Attorney Category	Hourly Rate	Hourly Rate (inclusive of all costs)
Senior Shareholders	See pgs 49-50	JF 6/3/19
Partners		
Senior Associates		
Associates		
Special Counsel		
Paralegals/Law Clerks		
Special Projects		
Other Personnel		
Other Personnel		
Other Personnel		

4. State the location of your primary offices and any offices located in Alameda County, the approximate distances (in miles) from your offices to PUSD and approximate time needed for commute.

5. Specify costs for other services in the table below if they are not included in an hourly proposal in #3 above. Proposers are encouraged to offer cost reduction suggestions (for example, a set number of no cost phone calls). The District will only pay for legitimate, useful fees and costs. Support service costs and expenses inherent to the district will be reimbursed at cost; justifications, approvals and receipts must be provided upon requesting reimbursement for out-of-pocket expenses. The District will not be expected to be billed for (incoming/outgoing) fax transmissions, voice mail messages, and other incidental costs that should be considered overhead.

Supportive Service	Cost
Word Processing	See pg 50 8/5 6/8/19
Copying Costs	
Express Postage	
Fax Transmittals	
Voice Mail	
Other services (Please specify: _____)	
Other services (Please specify: _____)	
Other services (Please specify: _____)	

6. In addition to the price schedule listed above, the Proposer shall stipulate the discount on a percentage basis it will give PUSD for total dollar amount consumed of legal services on a monthly basis. The district will use the discount to deduct from its monthly invoice. The District does not guarantee that any specific quantity or dollar amount will be ordered.

Monthly Dollar Amount Range	Monthly Percentage Discount
\$15,000 to \$25,000	
\$25,001 to \$50,000	
\$50,001 to \$100,000	
\$100,001 to \$150,000	
\$150,001 and above	

7. List any cash discount incentives you are willing to give PUSD for the credit periods listed below:

Credit Period	Percent Discount
15 to 20 days	
21 to 30 days	
30 and above	

8. Timeliness of service provided by your firm or lack of shall be an important factor for evaluation in this proposal, and it will also serve as an important basis for evaluating contract performance in the future. Hence, it is key that you list, as accurately as possible, the response and/or turnaround time in the table below. Explain what contingency measures you will take if timeliness of service does not meet the District's expectations.

	Response and/or Turnaround
Return calls or voice mails	
Return emails	See pg 51 JBS 6/6/19
Routine and repetitive requests	

9. PUSD believes in professional development of its personnel. What type of training do you propose for PUSD staff? How often can you provide training? What are the associated costs? List the experience you have in providing training.

10. Briefly state a plan to take over an incumbent's duties if you are awarded the contract. If you are the incumbent, describe any steps needed to transition to a new contract.

11. Describe your plan to keep the District informed on latest developments, news, information, legislation, rules, regulations, etc. that will affect the District's well-being.

SECTION V
FORMS TO BE COMPLETED AND RETURNED**PROPOSAL FORM**

My firm's response to the Request for Proposals is attached and identified as my official response to RFP 2015-16.12 Professional Legal Services.

Undersigned agrees to furnish the services stipulated in the attached proposal and signifies acceptance of the terms, conditions and specifications contained in Pleasanton Unified School District RFP 2015-16.12.

The governing board of Pleasanton Unified School District reserves the right to reject any and all proposals and/or waive any irregularities or informalities in the bidding process.

Company Name: Atkinson, Andelson, Loya, Ruud & Romo
Address: 2485 Natomas Park Dr. Ste 240
Sacramento, CA 95833
Signature: Eve P. Fichtner Date: 6/5/19
Print Name: Eve P. Fichtner
Title: Partner
Phone: 916 923-1200
Fax: 916 923-1222
E-mail: epeekfichtner@aalrr.com

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the Partner (title) of AALRR (company name), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/5/19 [date], at Sacramento [city], California [state].

Eve P. Fichtner
Signature

Eve P. Fichtner
Name (printed)


**RECEIPT OF REQUEST FOR PROPOSAL (RFP) AND ADDENDA
(TO BE EXECUTED AND RETURNED)**

Upon return of the completed RFP for Legal Services, the proposer shall acknowledge receipt of the RFP, all supporting documents, and all addenda. It is the proposer's responsibility to check the District website at <http://go.pleasantonusd.net/bids> for addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

Document Name		Initial
1	RFP dated January 29, 2019	
2	Addendum 1 (if applicable)	
3	Addendum 2 (if applicable)	
4	Addendum 3 (if applicable)	
5	Addendum 4 (if applicable)	
6	Addendum 5 (if applicable)	
7	Addendum 6 (if applicable)	
8	Addendum 7 (if applicable)	

I, the undersigned, on behalf of the (proposer) certify that I have received all documents listed above.


Signature

6/5/19
Date

Partner
Title