

PROFESSIONAL SERVICES AGREEMENT

No. _____

This Professional Services Agreement ("Agreement") is dated for convenience July 1, 2019 and is entered into agreement between Fagen Friedman & Fulfrost LLP (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	Fagen, Friedman & Fulfrost LLP
CONTACT PERSON NAME	Elizabeth B. Mori
STREET ADDRESS	70 Washington Street, Suite 205
CITY, STATE, ZIP	Oakland, CA, 94604
TELEPHONE/FAX	(510) 550-8200/(510) 550-8211
EMAIL ADDRESS	emori@f3law.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).

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)~~ *elm*
 - 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.)

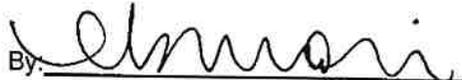
32. SIGNATURES OF THE PARTIES

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

For Fagen Friedman & Fulfrost LLP For PLEASANTON UNIFIED SCHOOL DISTRICT

APPROVED:

APPROVED:

By: 
Authorized Signature
6.5.19

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*



**PROPOSAL FOR LEGAL SERVICES
RFP No. 2018-19.09**

PRESENTED TO THE

PLEASANTON UNIFIED SCHOOL DISTRICT

FROM

FAGEN FRIEDMAN & FULFROST LLP

A FULL-SERVICE PUBLIC EDUCATION LAW FIRM

MARCH 1, 2019

FAGEN FRIEDMAN & FULFROST LLP
70 WASHINGTON STREET, SUITE 205
OAKLAND, CA 94607
PHONE: 510.550.8200
FAX: 510.550.8211
F3LAW.COM

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SECTION I: AREAS OF EXPERTISE

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	✓
 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	✓

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), Section 504 of the Rehabilitation Act and 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 ✓

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 ✓

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 ✓

PROFESSIONAL LIABILITY

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

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 ✓

OTHER SERVICES

- 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

BACKGROUND AND EXPERIENCE

Fagen Friedman & Fulfroost, LLP ("F3") represents nearly 400 of California's educational institutions, including school districts, community college districts, California State Universities, UC School System, SELPAs, county offices of education, private schools, and related agencies.

Attorneys and professionals who share a passion for education joined together in 2006, nearly 13 years ago, to build a firm dedicated to supporting public schools to achieve its historic goal: to help all students realize their potential.

Many F3 attorneys and senior staff began their professional careers in public education, including elementary school teachers, special education aides, an honors English teacher who helped introduce the International Baccalaureate program to districts, a trustee, deputy superintendent and CBO, and general counsels.

F3's growth is guided by a desire to assemble the most experienced and skilled attorneys in the nation to represent our current and future clients. To deliver optimal service statewide, we have offices in the Fresno, Los Angeles, Oakland, Sacramento, San Diego, and Inland Empire areas. Our attorneys share expertise and assist each other in meeting client needs in a timely manner.

Our attorneys are licensed to practice law before all courts of the State of California, each of the United States District Courts in California, the Ninth Circuit Court of Appeals, and the United States Supreme Court. Statewide, F3 has over 90 attorneys, with 24 based in our Oakland office, where they serve 20 clients in Alameda County:

- Hayward Unified School District
- Berkeley Unified School District
- Castro Valley Unified School District
- Piedmont Unified School District
- San Lorenzo Unified School District
- Dublin Unified School District
- Albany Unified School District
- Alameda Unified School District
- Oakland Unified School District
- Sunol Glen Unified School District
- Chabot-Las Positas Community College District
- New Haven Unified School
- Pleasanton Unified School District
- Emery Unified School District
- Fremont Unified School District
- Yu Ming Charter School
- American Indian Model Schools
- Oakland School for the Arts
- Learners Guild, Ltd.
- University of California Office of General Counsel

F3 EDUCATION LAW PRACTICE GROUPS INCLUDE:

- Business, Facilities, Real Estate, Construction & Energy
- Higher Education
- Litigation
- Governance & Leadership
- eMatters
- Labor & Employment
- Charter Schools
- Student Services & Special Education

UNIQUE TO F3 – ANTICIPATING OUR CLIENTS’ NEEDS

F3 delivers comprehensive public education legal services. Focusing our practice on public education allows our attorneys and team of support professionals to engage fully in the issues that public schools face. F3’s dedicated attention to public education permits our attorneys to look at all matters with an eye toward immediate and emerging challenges, ultimately providing better service to our clients: our partners in education.

Education issues evolve quickly. We are committed to staying informed on these issues so our advice and counsel reflects more than today’s legal realities—it anticipates and helps to address tomorrow’s challenges.

FIRM’S REPUTATION IN LEGAL CIRCLES – FEDERAL AND STATE LEADERS RELY ON F3 FOR KNOWLEDGEABLE ADVICE AND SUPPORT

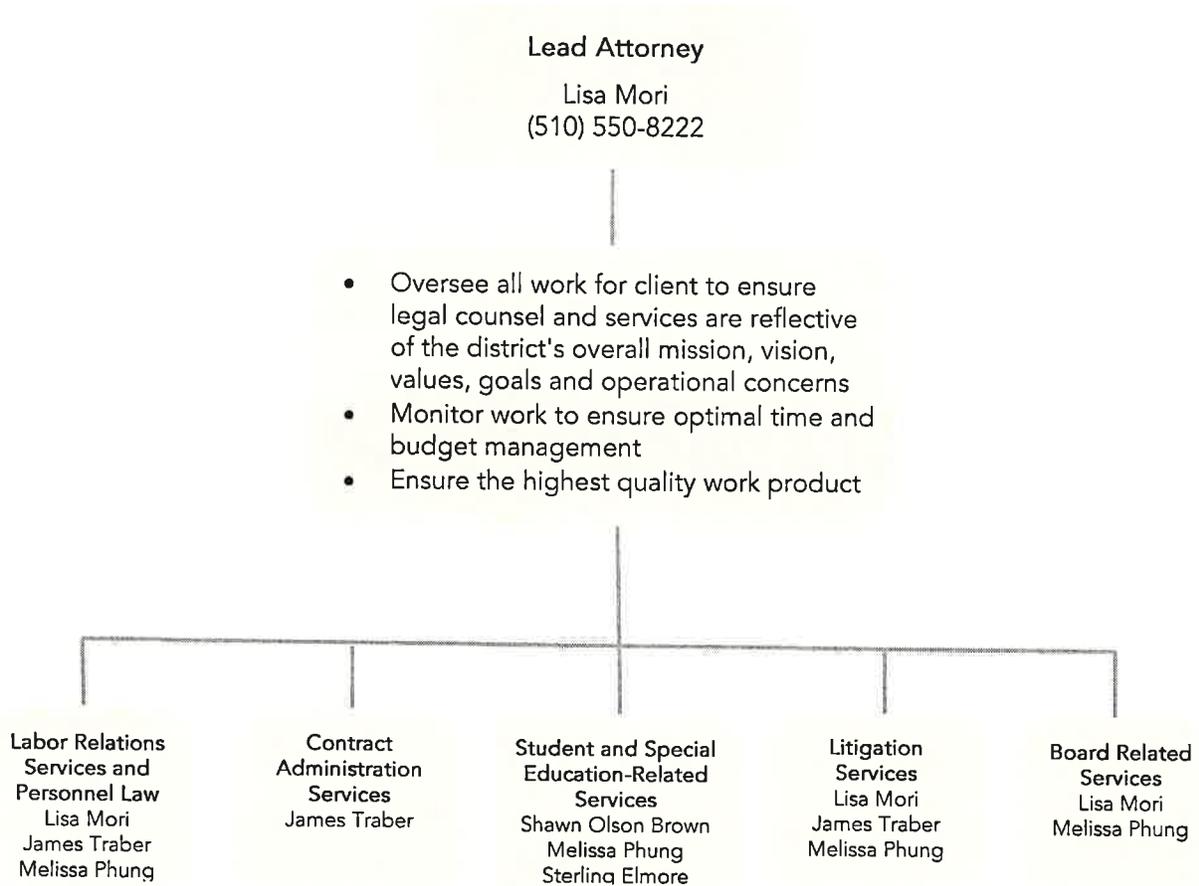
F3 is contacted by education associations to consult on and offer opinions on complex litigation and cases. On behalf of the California School Boards Association (CSBA) and the National School Boards Association (NSBA), F3 has authored several amicus briefs for both the state and federal courts on topics ranging from administration of medication to privacy and employee use of employer-provided electronics. Working with the Association of California School Administrators (ACSA), F3 created a series of helpful tools and resources to assist districts K-14 following the Janus decision, regarding union dues.

F3's eMatters attorneys provide legal counsel and services to the California Educational Technology Professionals Association (CETPA). CETPA leaders rely on F3 to provide informed advice in this fast-moving and often controversial area of education. F3 has assisted CETPA in forming the largest consortium of software services in the country. Serving as counsel to this K-14 association, we are able to monitor fast-moving tech related policies, practices and issues, such as data privacy, campus safety surveillance and privacy, and apply best practices to help avoid costly legal issues.

Our trusted legal skills and experience are further illustrated by frequent invitations to speak and/or write for a variety of professional organizations to which school district administrators, school board members, and other educators belong, including:

- Association of California School Administrators (ACSA)
- American Association of School Administrators (AASA)
- California School Boards Association (CSBA)
- California Latino School Boards Association (CLSBA)
- California Association of African American Superintendents & Administrators (CAAASA)
- California Association of Latino Superintendents & Administrators (CALSA)
- California Association of School Business Officials (CASBO)
- California Council of School Attorneys (CCSA)
- California Educational Technology Professionals Association (CETPA)
- Council of Urban Boards of Education (CUBE)
- Fiscal Crisis and Management Assistance Team (FCMAT)

F3 ORGANIZATIONAL CHART



This organizational chart demonstrates the legal team dedicated to provide timely and high quality legal services and counsel to the Pleasanton Unified School District. This legal team has full access to F3’s statewide network of attorneys and client service support professionals.

F3 attorneys frequently consult, electronically, with counselors throughout the firm to strategize, collaborate and problem solve on behalf of our clients. Attorneys access the firm’s breadth of expertise to arrive at the best possible legal recommendation in a timely manner. Clients benefit from the thinking of many experienced attorneys, and this internal consultation time is not billed to the client; it is part of our commitment to provide exceptional services.

NARRATIVES

LABOR RELATIONS SERVICES AND PERSONNEL LAW

F3's Labor and Employment team is skilled in collective bargaining, including traditional bargaining and interest-based bargain (IBB) approaches. The team of Labor and Employment attorneys regularly represents schools districts in the Bay Area in conducting collective bargaining agreement audits, board/cabinet preparation for negotiations, acting as chief negotiators or bargaining team members. Our team also regularly assists school districts with public communications, media, and social media activities during negotiations and/or impasse. The team is experienced in assisting clients with impasse procedures, mediation, fact-finding, unilateral implementation, strike preparation, and strike activities. Our team is also well-prepared to assist with the development of district proposals and counterproposals, to participate at bargaining sessions, and to draft, review, and analyze contract language.

In addition, the Labor & Employment team is routinely involved in the administration of collective bargaining agreements. This includes the review and analysis of existing contract language, preparation of grievance responses and successful representation in grievance arbitrations and unfair practice charges.

F3's Labor & Employment team also has extensive experience in certificated/classified discipline and dismissal procedures (as well as related matters, including investigations, drafting of disciplinary documents, and representation before administrative law judges, hearing officers, commissions on professional competence, and boards in disciplinary cases).

The team routinely represents districts in administrative proceedings before the Public Employment Relations Board (PERB) and the Office of Administrative Hearings (OAH). We also regularly defend discrimination, harassment, and retaliation claims before multiple agencies, including the Department of Fair Employment and Housing (DFEH), the State Department of Industrial Relations/Division of Labor Standards Enforcement (DLSE), the U.S. Department of Labor, and the Equal Employment Opportunity Commission (EEOC), and in related litigation. Our attorneys also regularly represent clients in layoff hearings, including preparation of seniority lists and other documents related to layoffs. We also assist clients with non-reelections, along with administrator releases and reassignments.

CONTRACT ADMINISTRATION SERVICES

The legal team proposed by F3 has extensive experience assisting school districts and related educational agencies with business and procurement services, including review, analysis, and preparation of contract language (including construction contracts, contracts for professional services, and technology and equipment acquisition). Our attorneys counsel school districts on a wide range of contractual issues, such as software contracts, licensing issues and privacy matters, e-rate purchases, developer agreements, construction and architect agreements, pre-qualification and bidding.

F3 attorneys are highly skilled in competitive bidding procedures. We are frequent presenters at California Association of School Business Officials' (CASBO) events, and are well equipped to train district administrators in public contracting procedures. One of our attorneys co-authored CASBO's *Guide to Public Bidding*.

We regularly advise and assist school districts in the preparation of front-end documents for all construction delivery methods; preparation of construction management agreements; architect and project manager agreements; preparation of general contractor bid forms, agreements and general conditions; and alternative project delivery, including multiple prime, lease-leaseback and construction management at risk. We also provide legal analysis and guidance related to contractor and subcontractor disputes, prevailing wage issues, change order disputes, and stop notices. In the area of facilities, we have advised and litigated regarding bidding specifications and procedures, agreements (e.g., architect, program/project manager, construction), prevailing-wage claims, California Environmental Quality Act (CEQA), and eminent domain.

STUDENT AND SPECIAL EDUCATION-RELATED SERVICES

Meeting the legal requirements of special education can be challenging and costly for a district. We believe the key to effective resource management is to ensure that our clients are legally sound so they are not legally troubled. Recognized as leaders in the field, F3's special education attorneys share a wealth of knowledge and experience regarding local education agency obligations to students with disabilities.

F3's special education work covers the full range of needs to ensure compliance with state and federal law. From IEP and assessment planning meetings to mediations and due process hearings to federal court appeals, F3 is recognized as the preeminent special education law firm in the state. Our special education attorneys provide significant preventive legal services in a variety of areas in order to assist our clients in solving problems before they become litigation, including access issues, assessment and eligibility issues, developing legally compliant IEPs, disability harassment/discrimination, discipline matters, independent educational evaluations, placement and the least restrictive environment, provision of FAPE and related services, requests for placement in non-public schools, Section 504 plans and procedures, student residency, and transition planning.

F3 attorneys also provide the highest quality representation and guidance when conflicts arise. Experienced in school district level and administrative processes and hearings, F3 advises and represents clients in all capacities relating to administrative dispute resolution proceedings including representation at IEP meetings, manifestation determinations, Section 504 meetings/hearings, mediations, due process hearings, as well as Office of Civil Rights (OCR) and California Department of Education (CDE) investigations.

We are highly skilled in the quickly evolving and high profile areas of student privacy, student records, use of electronic communications devices and related technology. Our attorneys are recognized leaders in privacy regulations such as SOPIPA, FERPA, COPPA, CIPA, and AB 1584. Our attorneys created a Data Privacy Guidebook (in partnership with the California Educational Technology Professionals Association (CETPA) and the California County Superintendents Educational Services Association (CCSESA)), which has been widely used by educational agencies throughout California. F3 provides consultation and guidance to the Board in hearing appeals on student expulsion and inter-district attendance matters.

LITIGATION SERVICES

F3 attorneys have a broad range of experience in litigating cases, including general and complex civil litigation of state and federal actions. F3 is adept and experienced at litigating in all judicial forums including all levels of federal and state courts, EEOC, PERB, OAH, DLSE, and the Employment Development Department (EDD). Moreover, our attorneys are experienced in litigating cases in a number of different practice areas, including personal injury defense; premises liability defense; environmental law; business/breach of contract/property law disputes; violations of the Brown Act; violations of Civil Rights, including excessive force claims against law enforcement; general and complex tort liability including claims of negligence, and intentional torts; state and federal employment law cases including actions in the DFEH and EEOC, as well as wage and hour claims; defense of the public entity and medical personnel against medical malpractice claims; and construction disputes, defects and construction injury. F3 regularly handles claims and litigation against its numerous clients that proceed in various judicial venues including Federal Court, Superior Court, OAH, the EEOC, DFEH and PERB.

BOARD RELATED SERVICES

Members of the proposed team are part of F3's Governance & Leadership Practice Group and have a wealth of experience providing advice and counsel to boards, superintendents and senior management. Members of the team regularly provide advice and training on a host of public law topics, from routine to complex matters, issue formal opinions on Brown Act, Public Records Act (PRA), and conflict matters for districts, as well as addressing legal issues having statewide. Our attorneys regularly attend governing board meetings, presenting in both closed and open sessions, and assist on compliance with open meetings laws. Our team advises school districts and similar agencies regularly on Brown Act matters, including agenda development, posting, correction of alleged violations, off-site trustee participation; conflicts of interest matters, including advice on potential conflicts on the part of the superintendent; the board, staff and PUSD as a whole; and the review and drafting of district policies and administrative regulations to ensure compliance with an ever-changing legal environment.

Members of our proposed legal team also routinely handle responses to California Public Records Act (PRA) requests, including advising and responding to complex issues such as requests for salary or personnel information, electronic documents, and documents related to closed-session board meetings or pending litigation. We also train school district staff on PRA compliance, including most recently, best practices following the recent California Supreme Court's decision in *City of San Jose v. Superior Court of Santa Clara County*.

Similarly, our attorneys regularly advise public agencies regarding a range of conflicts of interest and ethics issues. Our attorneys are well versed in the Political Reform Act; Government Code section 1090 *et seq.*; disclosure obligations of economic interests and all aspects of conflict of interests concerns; and the common law doctrine of conflict of interests.

Our proposed legal team also handles government claims under the California Tort Claims Act on behalf of school district clients, community college clients, and the County of San Bernardino. Our attorneys have also provided advice and/or initiated and prosecuted, where necessary, claims against other entities on behalf of our clients.

F3 has a dedicated Charter Schools Practice Group, which includes a team of attorneys qualified in all areas of charter school practice. We regularly advise and guide our school district clients through all aspects of charter school law. Our attorneys assist school districts in

the development of evaluation procedures and other materials and resources for charter petition review (which can be used by district administrators), as well as the preparation of written findings of fact and board documents in support of petition denials when necessary. Our attorneys provide similar services through all steps of the charter renewal process, revocation, appeals, and all areas of oversight (including developing comprehensive oversight checklists and evaluation resources, investigations, audits, compliance with charter school laws, and litigation services if necessary).

MISCELLANEOUS SERVICES

In addition to the other services described herein, F3 attorneys are leaders in emerging areas of the law, including educational technology and sustainability. In response to this important client need, F3's eMatters Practice Group focuses on education technology. F3 attorneys are keenly aware that in many cases, technology is moving faster than the law. F3 is committed to assisting clients with the challenges and complexities presented by the digital revolution. From E-Rate to iPads, education in the 21st century involves the integration of technology across all areas of operation. Accordingly, F3's attorneys provide services to public school districts statewide, as well as the state's leading education technology organizations, the California Educational Technology Professionals Association (CETPA). CETPA leaders rely on F3 to provide informed advice in this fast-moving and often controversial area of education. F3 provides legal counsel to CETPA and our attorneys work closely with its leaders.

Other services provided by our eMatters Practice Group attorneys include advice regarding data privacy statutes; acceptable use of technology; bring-your-own-device (BYOD) programs; the Family Educational Rights and Privacy Act (FERPA); First Amendment issues (including cyber threats, anonymous speech, prior restraint of speech, and student safety); tailoring model technology policies to individual district needs; access concerns (including Williams Act, special education and assistive technology); live streaming in the classroom; and technology procurement, among many other areas of the law.

Additionally, in the area of sustainability, F3 attorneys are working with clients to provide legal advice on all aspects of integrating green practices in all public school construction, maintenance, repair and operations. F3 attorneys assist school districts identify sources of funding for green projects such as grants, special incentive funds, fee refunds and public/private partnerships. Similarly, F3 attorneys assist school districts with review, negotiation and drafting of contracts, leases, purchase and sale agreements, and construction documents that include language for addressing sustainability issues. F3 attorneys also help school districts organize projects using a CHPS or LEED green building rating system and implement protections to manage risk up front for the new world of green promises (e.g., failure of green building products or operating systems).

OTHER SERVICES

Construction: As noted, the proposed legal team is experienced in the review, analysis, and preparation of construction contracts. The team advises and assists school districts in the preparation of front-end construction documents for all construction delivery methods; preparation of construction management agreements; architect and project manager agreements, preparation of general contractor bid forms, agreements and general conditions, and alternative project delivery methods. We also provide legal analysis and guidance related

to contractor and subcontractor disputes, prevailing wage issues, change order disputes, and stop notices.

F3 has also developed an expertise in construction defect defense. Our attorneys have worked with insurance carriers, real estate developers, general contractors, subcontractors and experts to aggressively resolve construction defect matters of significant size and scope. F3 also has extensive experience in dealing with construction contracts including the enforcement of defense and indemnity provisions. Additionally, F3 has experience defending mechanic's liens, stop notices and prevailing wage disputes.

General Liability: F3 attorneys have substantial experience in defense of government liability matters. This includes extensive experience in the defense of public liability and insurance related claims on behalf of public entities.

Environmental Law: F3 attorneys have experience in litigating environmental law cases, specifically cases alleging CEQA violations. Accordingly, members of the proposed team are experienced in guiding clients through CEQA compliance as well as defending allegations of non-compliance. F3 attorneys are also experienced in CEQA review (EIR, negative declaration, mitigated negative declaration, addendum, and amendment); preparation of resolutions adopting and certifying documents related to environmental review; and preparation of ground lease and subleases for development or environmental clean-up of blighted property for commercial/residential use.

Public Entity Litigation: F3 represents public entities almost exclusively. Accordingly, virtually all of our litigation experience involves public entity litigation, including specifically the use of and defense against the applicable sections of the Government Code and related case law. Matters handled will often involve disputes with other public entities, including other districts or municipalities. Please see above for further details regarding our litigation practice.

Property: Our team has an extensive practice in the acquisition of real property, including preparation of purchase and sale documents, due diligence review (title, CEQA, CDE, financing), and close of escrow. We also provide legal guidance concerning the sale of surplus district property, including review by 7-11 Committee, preparation of sale documents, preparation of public notice and bidding documentation and assistance with close of escrow and related matters. Our attorneys also provide advice and guidance with respect to facilities review and facilities master plan preparation.

Our attorneys can assist with numerous other property matters, including but not limited to, preparation of leases of school property, joint use agreements between school districts and other public or nonprofit entities (e.g., shared athletic fields and recreational facilities), joint occupancy agreements (e.g., for the use of vacant classroom), sublease agreements, and easements (view, access, ingress/egress, landscaping, utilities, and temporary construction), including preparation of necessary resolutions and public notice.

Special Education: Please see page 9 for details.

Public Procurement and Public Contract Law: Our attorneys regularly assist districts and related agencies with requests for proposals and qualifications, bidding specifications and public bidding forms and procedures, bid dispute evaluations, uniform cost accounting implementation, and policies/practices related to information technology. F3's proposed legal team frequently provides advice and services related to compliance with the California Public Contract Code, the Education Code, and the Labor Code.

As previously noted, our attorneys are experts in competitive bidding procedures, including eRate. We advise and guide clients on public bidding exceptions for the purchase of technology and draft requests for proposals (RFPs), and evaluate vendor responses. We are also skilled at negotiating contracts for services, maintenance and financing of software programs, telecommunications equipment and all aspects of school technology. We also provide guidance to clients in securing funding for the purchase of new technology, including the formation of educational foundations, direction on parcel taxes, reviewing grant applications, drafting, and negotiating contracts for technology pilot programs.

Administrative Regulations: Our attorneys have litigated and or represented school district clients in a wide range of judicial and administrative venues, including state and/or Federal agencies such as OAH (for both disciplinary and student matters), EEOC, OCR, DFEH, PERB, EDD, and CDE. Accordingly, our attorneys have developed a wealth of knowledge and expertise with respect to administrative regulations, administrative guidance, and administrative decisions that affect public school districts in California.

Developer Fees: Our Business, Facilities & Real Estate attorneys are experts in land use, real property acquisition, utilization, and disposal. Our attorneys strive to maximize statutory developer fee entitlements and negotiate additional benefits, including developer-built schools. Additionally, our attorneys are prepared to defend challenges to Level I and Level II impact fees, negotiate mitigation agreements for benefits in lieu of developer fees, and guide the District through the fee adoption process.

Eminent Domain: Our Business, Facilities & Real Estate attorneys advise and assist school districts and county offices of education throughout California on issues ranging from premises liability and construction defect to facilities construction and renovation. Our practice also includes eminent domain proceedings.

Regulatory approvals for school sites, construction and modernization: Our Business, Facilities & Real Estate attorneys have substantial and wide-ranging experience on school facility matters. Our attorneys can assist the Pleasanton Unified School District through all aspects of CEQA review (Environmental Impact Reports (EIR), negative declaration, mitigated negative declaration, addendum, amendment); and preparation of resolutions adopting and certifying documents related to environmental review. Additionally, our attorneys assist school districts through all aspects of CDE review/approval process and negotiation and appearance before local planning commissions and other governmental agencies. Similarly, our attorneys provide legal advice concerning exemptions from municipal and county zoning requirements, including preparation of all necessary resolutions and notices.

Election Issues: F3 attorneys can offer in-depth experience with a wide range of issues that arise during campaign seasons, elections, and related political issues. Our attorneys regularly advise and guide districts on the proper conduct of candidate and ballot measure elections. We provide counsel and practical assistance on issues such as the timing and conduct of elections; processes and procedures for filling board vacancies; election contests and voter registration issues; school district involvement in ballot measure elections; restrictions on the use of district resources for political purposes; political activities on campus by students, staff, and third parties; the proper use of school facilities for political activity; and compliance with the California Fair Political Practices Act.

Additionally, members of the proposed legal team have developed extensive expertise on election issues, providing services to dozens of clients regarding the California Voting Rights

Act ("CVRA") and have assisted numerous school districts throughout the state with transitions to by-trustee area election systems. Our assistance has ranged from the analysis of demographic studies, to participation at legally-required public hearings, to securing waivers of California Elections Code requirements from the State Board of Education, and successful submission of proposed by-trustee area election plans to County Committee(s) on School District Organization statewide. Our attorneys have also assisted districts to consolidate their governing board elections with the statewide primary and general elections pursuant to the California Elections Code (to, among other things, comply with the California Voter Participation Rights Act, Assembly Bill 415, which took effect in 2018).

School District Organization and Reorganization Issues: Please see our section regarding Election Issues.

Media Relations: F3's Client Services Group is composed of experienced education professionals who offer communications/public relations services to clients, including crisis/media communications planning, and strategic communications designed to build confidence in district leadership. All work produced by F3's Client Services Group is thoroughly reviewed by a member of F3's legal team, which eliminates the need to secure legal review and approval before taking action with recommendations. This can be especially relevant when dealing with a fast-moving crisis or communications challenge.

Retention of electronic records (including email): Our attorneys routinely assist and guide districts on matters relating to the retention and/or destruction of electronic records, including under California Department of Education (CDE) regulations. Our experience in this area includes, assisting districts navigate through privacy concerns (with regard to both student and employment records), the applicability of districts' record retention policies to board members' devices and email accounts, compliance with the California Supreme Court's decision in *City of San Jose v. Superior Court of Santa Clara County*, and revision/updating of records retention policies.

RESUMES

Working under the leadership of Lisa Mori, F3's Oakland office operates as an integrated project team with complementary skills sets and an unwavering dedication to their clients. Our teams works closely with our clients to tailor our legal solutions to their unique needs and project objectives. Accordingly, we propose the following team to provide legal services to Pleasanton Unified School District:

Elizabeth (Lisa) Mori Partner	Labor Relations Services and Personnel Law Litigation Services Board Related Services Miscellaneous Services/Other Services
Shawn Olson Brown Partner	Student and Special Education-Related Services Miscellaneous Services/Other Services
James Traber Partner	Labor Relations Services and Personnel Law Contract Administration Services Litigation Services Miscellaneous Services/Other Services Business, Facilities, Real Estate, Construction & Energy
Melissa Phung Associate	Labor Relations Services and Personnel Law Student and Special Education-Related Services Litigation Services Board Related Services Miscellaneous Services/Other Services
Sterling Elmore Associate	Student and Special Education-Related Services Miscellaneous Services/Other Services

See Appendix A for Full Attorney Bios

SECTION III: REFERENCES

Janet Schulze, Ed.D.
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Madeline Gabel
 Assistant Superintendent of Business Services
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The references above are a sampling of representative clients. The proposed team works with a number of other districts ranging from large urban districts to small rural districts. Additional references are available upon request.

SECTION IV: SERVICES AND BILLING

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).

F3's Accounting Department can organize all billing by department to ensure invoices can be distributed, as directed by the client, to the appropriate department/manager for review. Current clients confirm that this approach to billing helps streamline the review process, minimizing time demands on district personnel. A Sample Billing Statement is attached as Appendix B. All attorney time entries are reviewed by the F3 lead attorneys to ensure accuracy of entries and descriptions.

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.

F3 uses Omega billing software. Our legal staff's time is billed in minimum units of one tenth (.1) of an hour. Our billing practices can accommodate e-billing both internally and externally. If Pleasanton USD were to provide an e-billing portal to send ledes file format invoices through, we can honor that request. If not, we can utilize a PDF file format to send invoices to District personnel electronically in addition to sending hard copies of invoices via mail. Our invoices are sent on a monthly schedule.

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 Rates	Hourly Rate (inclusive of all costs)
Senior Shareholders	\$300 per hour	
Partners	\$265 - \$300 per hour	
Senior Associates	\$220 - \$250 per hour	
Associates	\$220 - \$250 per hour	
Special Counsel	\$300 per hour	
Paralegals/Law Clerks	\$140 - \$200 per hour	
Special Projects	\$265 - \$300 per hour	
Education Consultant	\$230 per hour	
Communications Services Consultant	\$250 per hour	

Costs and Other Charges:

(a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client’s matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

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.

To deliver optimal service statewide, we have offices in Oakland, Fresno, Sacramento, Los Angeles, Inland Empire and San Diego. The district would be served primarily from our Oakland office, approximately 30 miles/30 minutes away.

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	No Charge
Copying Costs	No Charge
Express Postage	No Charge
Fax Transmittals	No Charge
Voice Mail	No Charge
Costs for outside print/copy jobs, consultants or other Attorney services	Assessed by Vendor

The firm does not charge for soft costs as detailed above. Other costs, such as messenger, meals and lodging shall be charged on an actual and necessary basis.

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	N/A
\$25,001 to \$50,000	1%
\$50,001 to \$100,000	2%
\$100,001 to \$150,000	3%
\$150,001 and above	5%

We fully appreciate the objective behind requesting discounts and unique fee structures to better enable the District to draw down legal spending. Further, we understand and respect the District's desire to focus optimal resources at students and staff, rather than legal fees.

Below we outline a few strategies that we have put in place to help draw down clients' legal spending. To determine when approach(es) are best for Pleasanton Unified School District, we propose meeting with the Superintendent to determine the areas of high demand, so that we can more ably, jointly work together to fulfill these goals. Some successful examples for consideration as are follows:

Cabinet Call – We commit to offering the Executive Cabinet a complimentary 30-minute call either before or after E-Cab meets to review with you the legal questions that might come from your discussions. Examples: preparing for layoffs, data privacy policies, IEP meetings and minutes, bidding requirements.

Banked Hours – The District can purchase a bank of hours at an agreed-to discounted rate; once these hours are expired we return to standard billing rates. With this approach, the District examines spending trends associated with key activities, such as negotiations, estimates the hours needed to conduct this work, for example 50 attorney hours, and purchases these hours at a reduced rate.

Flat-Rate/Bundling of Legal Services – Either District-wide or by department, we can tailor an annually negotiated program (based on prior three (3) year averages) to provide all legal services at an agreed upon flat-fee per month (regardless of actual hours worked). We have been told by clients that this method was particularly intriguing for cost-containment and providing budget certainty. It also takes the fear out of newer administrators usage of counsel, when frankly they need frequent advice the most.

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	2%
21 to 30 days	1%
30 and above	0%

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.

Client service is the cornerstone of our practice. Our commitment is to provide clients with timely and cost-effective advice and representation. We have established internal standards of practice to ensure all personnel provide consistently superior service to each client.

Category	Response and/or Turnaround
Return Calls or Voicemails	24 hours or sooner
Return Emails	24 hours or sooner
Routine and Repetitive Requests	24 hours or sooner

The lead attorney will set a regular check-in time/process with senior administration to ensure quality control, including timely and substantive responses to all District needs. Additionally, if we find that a situation presents the District with increased/frequent questions of counsel, i.e., a charter petition review or processing layoffs, the Firm will collaborate with the District to establish a process to allow District staff to bundle questions and present them to the Firm during a prescribed time each week, or if the issue is time sensitive and evolving rapidly, we can set a specific check-in call to take place each day until the matter has calmed or is resolved. F3 has used this approach when clients are dealing with high profile matters that engage the public, social/media and numerous agencies, such as law enforcement or environmental groups. Our overall goal is to read your needs and suggest service approaches that meet all needs in a timely and cost efficient manner.

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.

Our firm recognizes and respects that professional development and training are vitally important to help education organizations achieve efficiency, effectiveness and, in the case of legal training, ensure compliance to help avoid costly legal issues. F3 attorneys are trusted presenters and trainers among both school districts and leading education associations, including the Association of California School Administrators, California School Boards Association, National School Boards Association and others.

If selected to work with the District, we propose a courtesy meeting for the District's executive leadership team and the F3 legal team so that we can collaborate to identify the key areas where professional development will best support your District initiatives. F3 will customize all trainings to meet the district's specific needs.

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.

F3 currently provides legal services to PUSD in the areas of Special Education, Facilities and Business, Labor and Employment, and Public Agency and Governance. If our contract continues, we commit to a complimentary briefing with the district leadership team to review district initiatives and areas of challenge and opportunity that will help to contextualize the firm's work for the organization.

We will manage transitions by first assessing all matters to determine status with careful consideration paid to due dates and deadlines, then we work with the District to outline: (a) comprehensive approach to caseload management; (b) attorney assignments; (c) client contacts for each matter; (d) critical deadlines; (e) coordination with F3 Accounting to organize invoicing procedures, as outlined by District needs. This overview and invoicing structure allow the lead attorneys to closely monitor the Firm's work for efficiency.

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.

F3 plans to keep the District informed on all of the latest developments, news, information, legislation, rules, regulations, etc. through various platforms designed for our clients.

F3 NewsFlash® is a newsletter service provided electronically to all of our clients and is designed to convey timely information on the latest legal decisions, developments in state and federal laws and other noteworthy issues relevant to California local education agencies.

OfficeHours @F3Law is a free service to clients. We monitor legal and legislative activities, and invite clients to meet together with attorneys for an informal and informative discussions about the law/legislation and best practices. Clients are encouraged to let the firm know when a particular topic is raising myriad questions throughout districts, so that we can organize an Office Hours @F3law meeting to address the topic. We believe this service allows our firm to offer timely and relevant legal support in a manner that is respectful of demands on your time and budget. Examples of recent OfficeHours @F3Law include: Janus decision; City of San Jose Public Records Act applying to personal devices; Leaves (new labor laws); data privacy best practices.

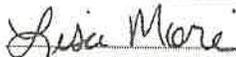
SECTION V: FORMS TO BE COMPLETED AND RETURNED

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:	Fagen Friedman & Fulfrost LLP	
Address:	70 Washington Street, Suite 205	
	Oakland, CA 94607	
Signature:		Date: 26 February 2019
Print Name	Lisa Mori	
Title:	Partner	
Phone	(510) 550-8222	
Fax	(510) 550-8211	
Email	emori@f3law.com	

NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the Partner (title) of Fagen Friedman & Fulfrost LLP (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 26 February 2019 [date], at Oakland [city], California [state].

Lisa Mori
Signature

Lisa Mori
Name (printed)

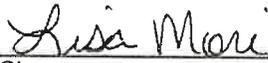
**RECEIPT OF REQUEST FOR PROPOSAL (RFP) AND ADDENDA
(TO BE EXECUTED AND RETURNED)**

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	EBM 
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

26 February 2019

 Date

Partner

 Title



Fagen Friedman & Fulfrost LLP



Elizabeth B. Mori Partner

Charter Schools
Governance & Leadership
Higher Education
Labor & Employment
Student Services & Special
Education

Oakland office
Phone: 510.550.8200
Fax: 510.550.8211
emori@f3law.com

Elizabeth B. (Lisa) Mori is a partner in the Oakland office. Over a twenty year legal career, Ms. Mori has expertly represented school districts in all areas of the law, including proceedings in both state and federal court, as well as the Office of Administrative Hearings, the Public Employment Relations Board, and the Commission on Teacher Credentialing, as well as the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, and Office of Civil Rights. A seasoned negotiator and former chair of the firm's Labor and Employment practice group, Ms. Mori has assisted both large and small school districts with all aspects of collective bargaining and related labor relations issues, serving in the role of chief negotiator as well as behind-the-scenes counselor and strategist. Skilled in both traditional and interest-based bargaining approaches, she is a certified trainer for the California Teachers Association's Interest Based Bargaining Program and regularly provides workshops and trainings. Ms. Mori also has extensive experience in both certificated and classified employment issues, including evaluation, discipline, layoffs, status, and collective bargaining.

Also sought after for her expertise in governance and charter school matters, Ms. Mori provides training for and advice to boards and staff on issues ranging from effective and collaborative governance, board policies, the Brown Act, and Title IX to the Public Records Act. As co-chair of the firm's Charter Schools Practice Group, Ms. Mori advises school districts and county boards of education on charter school matters ranging from petition review, charter renewal and revocation actions, and facilities issues. Prior to focusing her practice solely on the representation of educational agencies, Ms. Mori was in private practice where she represented school districts and county offices of education in civil litigation as well as numerous Fortune 500 and other corporate clients in products liability cases and complex environmental and toxic tort litigation.

Ms. Mori is actively involved in her own children's education, having served for many years on her local school's PTA Executive Board and volunteered in their classrooms and at school functions. A two-sport Division I collegiate athlete, she has coached both youth tennis and soccer and is currently a Certified Double-Goal Coach™ with the Positive Coaching Alliance.

Ms. Mori received her law degree from the University of San Diego School of Law and a B.A. in History from the University of California, Santa Barbara.



Fagen Friedman & Fulfrost LLP



Shawn Olson Brown
Partner

Charter Schools
Student Services & Special Education

Oakland office

Phone: 510.550.8200

Fax: 510.550.8211

solsonbrown@f3law.com

Shawn Olson Brown is managing partner of the Oakland office and co-chairs the firm's Special Education Symposium (SES), which provides training of approximately 1,000 educators twice per year. Her practice focuses on student, special education and charter school matters. She is recognized for her intricate knowledge of special education and Section 504 implementation across all public education settings, including charter and non-traditional school sites. A popular presenter, Ms. Olson Brown designs and delivers special education and Section 504 training to school leaders throughout Northern California. Her work includes extensive research and writing on the inclusion of students with disabilities in technology based education and testing.

Prior to joining the firm, Ms. Olson Brown was employed at two other education law firms. In addition, she taught the law module for the University of Washington's Danforth Educational Leadership Program, which provides training for school administrators. As a graduate student, she was a research assistant with Project PRAISE and the Center for Educational Renewal. Ms. Olson Brown was also a bargaining team member with the Graduate Student Employee Action Coalition, a legal intern with the Northwest Justice Project, and research analyst with the Washington State Commission on Student Learning.

Ms. Olson Brown is a member of the California and Washington State Bars. In 2001, she received her Juris Doctor from the University of Washington. Ms. Olson Brown holds a master's degree in Education, also from the University of Washington, and her bachelor's degree from the University of California, Berkeley. She has authored education articles including "A Statewide Review of the Use of Accommodations in Large Scale, High Stakes Assessments," published *Exceptional Children* and "Investigating American Sign Language as an Accommodation during Standards-Based Assessments," published in *Assessment for Effective Intervention*.

Ms. Olson Brown is the proud mother of two children, both of whom attend public schools in the Bay Area.



Fagen Friedman & Fulfrosts LLP



James Traber

Partner

Business, Facilities, Real Estate,
Construction & Energy
eMatters
Labor & Employment
Litigation

Sacramento office

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jtraber@f3law.com

James Traber is a partner in Fagen Friedman & Fulfrosts' Sacramento office. He regularly advises school districts and his practice covers a wide range of complex issues, with a focus on school facilities, real property and finance. Mr. Traber regularly drafts and negotiates contracts related to school construction, and provides advice on solar projects, developer fee issues and the competitive bidding process.

Mr. Traber is a co-chair of the firm's Business, Facilities, Real Estate, Construction & Construction Practice Group and has extensive experience litigating matters faced by school districts in such contexts as developer fee issues, contract disputes, eminent domain (direct and inverse condemnation), and land use. Mr. Traber has successfully resolved dozens of cases in state and federal trial courts, and has handled appeals at the State and Federal levels.

As an active member of the firm's Labor & Employment Practice Group, Mr. Traber advises clients statewide with respect to certificated and classified employee matters. He also regularly provides counsel regarding labor negotiations and related Public Employment Relations Board issues. He has assisted school districts with employee layoffs in the certificated and classified employee contexts.

A member of the firm's eMatters Practice Group, Mr. Traber's practice is also informed by issues stemming from technology in today's education environment.

Mr. Traber earned his Juris Doctor at the State University of New York at Buffalo School of Law in 2006. In law school, he was an International Finalist and Team Member of the Fasken Martineau/Jessup Moot Court. Mr. Traber was also a finalist in his law school's Constitutional Law Moot Court, and received an award for oral argument. He holds a bachelor's degree, cum laude, in Psychology, also from the State University of New York, Buffalo.



Fagen Friedman & Fulfroost LLP



Melissa Phung **Associate**

Governance & Leadership
Labor & Employment
Litigation
Student Services & Special
Education

Oakland office

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Fax: 510.550.8211
mphung@f3law.com

Melissa Phung is an associate in the Oakland office. Ms. Phung's interests include litigation, local government law, labor and employment, special education and student issues.

Prior to joining the firm, Ms. Phung worked as a programs assistant for the system-wide University of California Education Abroad Program, helping manage study abroad programs in various foreign countries for University of California students. Additionally, she also worked in sales and marketing for an online mapping company, which included an educational division focused on providing supplemental curriculum materials to K-12 schools.

During law school, Ms. Phung externed for the Honorable Ruben B. Brooks of the United States District Court for the Southern District of California, where she conducted extensive legal research and drafted various court opinions. She also served as a research assistant for Roy L. Brooks, a Warren Distinguished Professor of Law at the University of San Diego School of Law, focusing in the area of civil rights law. Additionally, Ms. Phung interned with the Santa Barbara County District Attorney's office and volunteered at the Legal Aid Foundation in Santa Barbara and with the San Diego Volunteer Lawyer Program in the domestic violence clinic.

Melissa received her J.D. from the University of San Diego School of Law in 2008 and a B.A. from the University of California, Santa Barbara in 2003.



Fagen Friedman & Fulfrost LLP



Sterling Elmore
Associate

Student Services & Special
Education

Oakland office

Phone: 510.550.8200

Fax: 510.550.8211

selmore@f3law.com

Sterling Elmore is an associate in the firm's Oakland office, where she assists clients in student services and special education matters. Before joining F3, Ms. Elmore was an associate in a boutique firm in the Bay Area, where her practice included education, civil rights, employment, and administrative law cases.

Prior to that, she worked with the San Francisco District Attorney's office as a post-bar law fellow and certified law clerk. Additionally, she served as an intern with the Solano County Legal Access Center. Prior to law school, she was an AmeriCorps volunteer for the Virginia College Advising Corps.

Ms. Elmore earned her Juris Doctor from the University of California, Davis School of Law, where she served as Problem Writing Chair for the UC Davis Moot Court Board and won both the Best Brief Award and the Witkin Award for Excellence in Appellate Advocacy at the Roger J. Traynor California Appellate Moot Court Competition. She also received the Order of the Barristers for excellence in oral advocacy. She holds a B.A. with Distinction in Government and Religious Studies from the University of Virginia.


Fagen Friedman & Fulfroft LLP

6300 Wilshire Blvd, Suite 1700
 Los Angeles, CA 90048-5204
 Tel 323-330-6300 Fax 323-330-6311
 Federal Tax ID: 42-1706595

Sample Unified School District
 Accounts Payable Department
 123 Sample Street
 Our Town, CA 91234

Summary of Group Invoice 12345
 December 31, 2018

Client: 123

Summary of Charges for Services Rendered through December 31, 2018

Previous Balance for Client		1.00
Payments		-1.00
Balance Forward		0.00
Total Fees	990.00	
Total Disbursements	11.50	
Total Current Fees, Costs, Interest & Retainer	1,001.50	
Total Current Charges for Client	1,001.50	
Total Due for Client		1,001.50

Group Summary List						
	Prev Bal	Payments And Adj.	Current Charges	Courtesy Discount	Adv. App.	Amount
223-00003 General Special Education Matters	0.00	0.00	911.50	0.00	0.00	911.50
223-00005 General Business & Facilities Matters	1.00	1.00	90.00	0.00	0.00	90.00
Total Due	1.00	1.00	1,001.50	0.00	0.00	1,001.50

Wire Instructions:

Bank : Comerica Bank, Los Angeles, CA 90048
 FBO : Fagen Friedman & Fulfroft LLP
 A/C# : 1893086270
 ABA# : 121137522
 Ref. # : 61755

Remittance due upon Receipt



Fagen Friedman & Fulfroft LLP

6300 Wilshire Blvd, Suite 1700
 Los Angeles, CA 90048-5204
 Tel 323-330-6300 Fax 323-330-6311
 Federal Tax ID: 42-1706595

Sample Unified School District
 Accounts Payable Department
 123 Sample Street
 Our Town, CA 91234

December 31, 2018
 Invoice # 12345-1
 P.O. #180000; 19-0000

Client/Matter: 123-00003
 Re: General Special Education Matters
 For Services Rendered Through December 31, 2018

Previous Balance		0.00
Payments		-0.00
Balance Forward		0.00
Current Fees	900.00	
Current Disbursements	11.50	
Total Current Due		911.50
	Total Due	911.50

Wire Instructions:

Bank : Comerica Bank, Los Angeles, CA 90048 FBO : Fagen Friedman & Fulfroft LLP
 A/C# : 1893086270 ABA#: 121137522
 Ref.# : 61755-1

Remittance due upon Receipt

Fagen Friedman & Fulfroft, LLP

6300 Wilshire Blvd, Suite 1700
 Los Angeles, CA 90048-5204
 Telephone: 323-330-6300 Fax: 323-330-6311
 Federal Tax ID: 42-1706595

Sample Unified School District			December 31, 2018	
Re: General Special Education Matters			Invoice # 12345-1	
I.D. 123-00003 - EBM			Page #1	
Date	Atty	Description	Hours	Amount
12/18/18	EBM	Teleconferences with opposing counsel and parent regarding placement issues for kindergarten student.	2.00	600.00
12/19/18	EBM	Travel to and from District office for witness preparation.	1.00	300.00
Total Fees			3.00	900.00
Recap - Actual Hourly Rate				
Timekeeper	Status	Hours	Rate/Hour	Amount
Elizabeth B. Miller	Partner	3.00	300.00	900.00
Totals		3.00		900.00
Disbursements Detail				
Date	Activity	Disbursement Description	Amount	
12/31/18	12/29/18	Mileage; witness prep. - From: Oakland Office, To and from: Sample Unified School District, 123 Sample Street 28.00 miles, E. Miller	11.50	
Total Disbursements			11.50	



Fagen Friedman & Fulfroft LLP

6300 Wilshire Blvd, Suite 1700
 Los Angeles, CA 90048-5204
 Tel 323-330-6300 Fax 323-330-6311
 Federal Tax ID: 42-1706595

Sample Unified School District
 Accounts Payable Department
 123 Sample Street
 Our Town, CA 91234

December 31, 2018
 Invoice # 12345-2

Client/Matter: 123-00005
 Re: General Business & Facilities Matters
 For Services Rendered Through December 31, 2018

Previous Balance		0.00
Current Fees	90.00	
Total Current Due		90.00
	Total Due	90.00

Wire Instructions:

Bank : Comerica Bank, Los Angeles, CA 90048 FBO : Fagen Friedman & Fulfroft LLP
 A/C# : 1893086270 ABA#: 121137522
 Ref.# : 61755-2

Remittance due upon Receipt

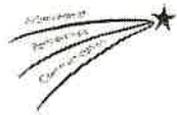
Fagen Friedman & Fulfroft, LLP

6300 Wilshire Blvd, Suite 1700
 Los Angeles, CA 90048-5204
 Telephone: 323-330-6300 Fax: 323-330-6311
 Federal TaxID: 42-1706595

Sample Unified School District	December 31, 2018
Re: General Business & Facilities Matters	Invoice # 12345-2
I.D. 223-00005 - EBR	Page #2

Fees Detail				
Date	Atty	Description	Hours	Amount
12/19/18	EBM	Prepare e-mail to Construction Company in response to complaint filed by Builder. Update file regarding findings; teleconference with client regarding claims and assessments.	0.30	90.00
			Total Fees	0.30 90.00
Recap - Actual Hourly Rate				
Timekeeper	Status	Hours	Rate/Hour	Amount
Elizabeth B. Miller	Partner	0.30	300.00	90.00
		Totals	0.30	90.00

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		
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	
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	
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: _____

Address: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

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

The undersigned declares:

I am the _____ (title) of _____ (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 _____ [date], at _____ [city], _____ [state].

Signature

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

Date

Title