

## **AGREEMENT FOR LEGAL SERVICES**

This **AGREEMENT FOR LEGAL SERVICES** ("Agreement") is hereby made and entered into by and between the **MILPITAS UNIFIED SCHOOL DISTRICT**, a California public school district organized and operated pursuant to the California Education Code, hereinafter referred to as "Client," and **LITTLER MENDELSON**, A Professional Corporation, hereinafter referred to as "Attorneys."

### **ARTICLE 1 – SANTA CLARA COUNTY PERSONNEL COUNCIL**

- 1.01 This Agreement for Legal Services hereby establishes the Santa Clara County Personnel Council, a consortium of public school districts and other public education entities for the purpose of receiving legal services at a group legal services rate.
- 1.02 By executing this Agreement, Client becomes a member of the Santa Clara County Personnel Council, entitled to such services as are provided to members thereof.

### **ARTICLE 2 – SERVICES TO BE PROVIDED**

- 2.01 Client hereby retains Attorneys to provide such legal services as may be required by Client.
- 2.02 Services provided without charge:
  - a. Client shall be entitled to presentation of one two-hour workshop for managers and supervisors at client's District Office on a topic such as sexual harassment (students and employees), preventing violence on campus, complying with the Fair Employment and Housing Act, retaliation claims, conducting an investigation under OCR guidelines, the Brown Act, conflict of interest, employment discrimination, or similar topic as may be agreed by attorneys and client. Additional inservice workshops are available at a fixed fee agreed in advance.
  - b. Client shall be entitled to up to five hours of post-impasse mediation at no charge.
  - c. Client shall be entitled to continue to receive periodic newsletters and legal updates.
  - d. Attorneys agree to continue to attend and provide monthly legal updates at ACSA Region 8 employer/employee relations/personnel meetings held at the Santa Clara County Office of Education.
  - e. Attorneys will, upon request, attend the monthly county-wide District Superintendent meetings to report on legal developments.

- 2.03 Retained services at the group rate shall be defined as any and all legal services provided to Client, including such legal services as:
- a. Advice regarding and representation of Client in collective bargaining, contract administration, and labor relations obligations under the Educational Employment Relations Act, Government Code section 3540, *et seq.* ("EERA");
  - b. Advice regarding employee layoff, discipline, and discharge matters;
  - c. Review of contracts and legal documents;
  - d. Advice regarding open meeting requirements under the Ralph M. Brown Act;
  - e. Analysis of potential governing board member conflicts of interest upon request of a majority of the members of the governing board;
  - f. Advice regarding student sexual harassment and minimizing risks of violence at school sites and work sites.
  - g. Representation of Client before state and federal administrative agencies, including the Equal Employment Opportunity Commission and the Wage and Hour Division of the Department of Labor
  - h. Defense and prosecution of litigation matters to which Client may be a party;
  - i. Review of claims under the California Tort Claims Act;
  - j. Advice regarding subpoenas of student records or employees;
  - k. Advice regarding requests for information under the California Public Records Act;
  - l. Analysis and drafting of governing board policies and administrative regulations;
  - m. Inservice training for managers and supervisors;
  - n. Other services as may be mutually agreed.

### **ARTICLE 3 – COST FOR PROVIDING SERVICES**

- 3.01 Legal services shall be provided on a fee for service basis.
- 3.02 Attorneys will provide legal services pursuant to this Agreement at the hourly rates of \$215 to \$305 for associates; \$300-\$330 for and of special counsel and \$340-\$360 for shareholders. These rates are guaranteed through June 30, 2020.
- 3.03 Client shall be billed for expenses and ordinary costs of representation, such as postage, photocopying, filing fees, computerized legal research, mileage (at the I.R.S. reimbursable rate), long distance telephone charges, and facsimile charges on a monthly basis.

#### **ARTICLE 4 – METHOD OF PROVIDING SERVICES**

- 4.01 Attorneys shall assign, with the consent of Client, an experienced attorney who shall have primary responsibility for provision of Client's legal services. Client understands and agrees that the assigned attorney may be assisted in providing legal services by such other attorneys as he or she deems appropriate.
- 4.02 Attorneys shall be available for consultation by telephone or in person with authorized members of Client's staff, competent and skilled attorneys eight (8) hours per day, five (5) days per week during the term of this Agreement.
- 4.03 Attorneys shall be available for attendance at scheduled meetings conducted by authorized members of Client's staff, as well as open or closed sessions of Client's Governing Board, upon request.

#### **ARTICLE 5 – TERM OF AGREEMENT**

- 5.01 This Agreement shall become effective on July 1, 2019, and shall continue into effect until terminated by the parties.
- 5.02 This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party.

#### **ARTICLE 6 – BILLING STATEMENTS**

- 6.01 Client shall be billed on a regular basis for legal services rendered and for any costs and expenses that Attorneys may incur on behalf of Client, such as photocopying charges, travel expenses, filing fees, telephone charges, facsimile charges, computerized legal research fees, mileage (at the I.R.S. reimbursable rate), and any other expenditures related to representation of Client. Each billing statement will set forth Attorneys' legal fees, the basis on which the fees were calculated, and the costs, disbursements, and personal and travel expenses incurred on behalf of Client during the billing period.
- 6.02 Attorneys' legal fees shall be based on the number of attorney hours devoted to the representation of Client. A minimum of a quarter hour shall be charged for work performed, even though the actual time expended may be less. Work in excess of a quarter hour shall be billed in quarter hour increments. Adjustments may be made in some cases to account for complexity of issues, uniqueness of services, benefit to Client, previous experiences of involved attorneys, or outcome. Travel time incurred in the representation of Client shall be billed consistent with this section.

#### **ARTICLE 7 – DISCLAIMER OF GUARANTEE**

- 7.01 Client acknowledges that Attorneys must represent the interests of Client within the confines of the law and the ethical restrictions to which all attorneys are subject.

- 7.02 Attorneys agree to represent the interests of Client vigorously and to the fullest extent permitted by law and by ethical obligations. Attorneys represent, and Client acknowledges, that Attorneys cannot guarantee the successful conclusion of any legal matter or a favorable outcome in any legal action.

#### **ARTICLE 8 – POWER OF ATTORNEY**

- 8.01 To enable Attorneys to represent Client effectively, Client hereby provides Attorneys with its power of attorney to execute on its behalf all routine documents relating to the matters for which Attorneys have been retained, including pleadings, letters, and verifications. Attorneys shall consult with Client prior to executing any legal document on behalf of Client.

#### **ARTICLE 9 – CONFLICT OF INTEREST**

- 9.01 Attorneys represent, and Client acknowledges, that occasionally, because of ethical considerations, Attorneys are required by law to withdraw from representation of certain clients. While Attorneys do not anticipate having to withdraw from representation of Client, Client is aware and understands that because Attorneys represent a large number of clients, in both the public and private sectors, the possibility exists that a conflict of interest might develop which would obligate Attorneys to cease representing Client. Attorneys would only cease to represent Client in the specific area of conflict, and only upon reasonable notice.

#### **ARTICLE 10 – RULES GOVERNING**

- 10.01 This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Attorneys for Client and contains all of the covenants and agreements between the parties with respect to rendering such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 10.02 This Agreement shall be construed according to the laws of the State of California.
- 10.03 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, then such provision shall be deemed to invalid and not subsisting, except to the extent permitted by law. Notwithstanding such determination, all other provisions of this Agreement shall continue in full force and effect.


Having read the foregoing four (4) pages and having agreed to all terms and conditions found therein, the parties hereto manifest their assent by affixing their signature thereto.

On behalf MILPITAS UNIFIED  
SCHOOL DISTRICT

On behalf of LITTLER MENDELSON,  
A Professional Corporation

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CHERYL JORDAN  
Superintendent



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ADAM J. FISS  
Shareholder

Date: \_\_\_\_\_

Date: 6-4-19

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