

**RETAINER AGREEMENT
BETWEEN CASTAIC UNION SCHOOL DISTRICT
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective July 1, 2019 by and between the CASTAIC UNION SCHOOL DISTRICT of Los Angeles, California, "District," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

W I T N E S S E T H

WHEREAS, the District desires to obtain from Attorneys certain legal services; and

WHEREAS, the governing Board has determined that it is in the best interest of the District to appoint Attorneys to represent the District in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. **Services:** The District retains Attorneys for the purpose of providing legal services pertaining to District business and related matters as may be specifically directed by the governing Board, the Superintendent, or by their designees, including, but not limited to, labor negotiations, employment, personnel, pupil personnel, investigation of complaints, instructional compliance, contractual, business, finance, transactional, real property, governance and litigation issues, or such other legal issues as may be specifically assigned by the Superintendent/designee.

Upon specific direction of the Board, the Superintendent, or designees, Attorneys will interpret relevant statutes, constitutional provisions and case law as deemed necessary by the District; prepare, review, and comment on legal documents in correspondence; render legal opinions as appropriate and

requested; advise and represent the District in any court or administrative proceeding, provide other legal advice and legal services as requested; work with the District staff and Board in the development of policy; and attend meetings in person or telephonically as necessary and requested.

In rendering services, Attorneys shall comply with all federal, state, and local laws, regulations, and rulings to the extent that such laws are applicable to the Firm in its capacity as a District's legal representative.

2. **Rates and Payment:** The District shall not be required to pay in advance for any retained services. The District shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference. Billing shall be reported in increments of 1/10 of one hour. Billing shall separately specify related costs including authorized consultants providing services on behalf of District.

3. **Costs:** The District shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including actual charges that Attorneys directly incur such as filing fees, reproduction of documents, messenger and delivery services, postage, travel expenses, mileage for travel at the fixed IRS rate, lodging, court reporting costs, hearing officer and arbitrator fees, and consultant services.

Attorneys will supply all necessary equipment, tools, supplies, offices, personnel, transportation, support services, and insurance required to perform legal services under this Agreement.

4. **Statements:** Attorneys shall present statements for services rendered during the preceding month. The District shall pay upon presentation or within forty-five (45) days thereafter. Invoices not paid within 45 days of the date issued may be assessed a late charge of 1.0% per month. Statement shall include (1) a detailed, confidential account of the legal matters, strategies, and work on behalf of the District, and (2) a summary invoice containing only amounts, dates, and general descriptions of legal services provided that is suitable for the Superintendent to transmit to the District's accounts payable staff or, if required, to present in response to a Public Records Act request. Invoices shall be sent directly to the attention of the Superintendent unless we are otherwise directed in writing by the Superintendent or the governing Board.

5. **Conflicts:** The District acknowledges that Attorneys presently represent and in the future will represent other districts, charter schools, and education agencies that may, from time to time, have transactions with the District. The District consents to such continued and future representation without the need for any further consent from the District, provided that Attorneys shall promptly notify the District in writing of any direct conflict and of the District's options in such case.

Attorneys shall not represent any person or entity in any action against the District or in any investment matter before the District.

6. **Related Post-Investigation Services:** If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration, or any other proceeding, because of services rendered under this Agreement,

and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay Attorneys for time expended, including preparation time, at the investigating attorney's then current hourly rate and to reimburse Attorneys for reasonable costs and expenses incurred.

7. Indemnification: Except as provided below, the District will indemnify, defend and hold harmless Attorneys from and against all claims, suits or causes of action arising out of the services rendered herein. The District will provide legal representation for Attorneys in any litigation relating to such services if Attorneys are sued, deposed, or otherwise required to provide information or testimony concerning services provided under this contract. *This provision does not apply to any actions resulting from Attorneys' negligence or willful and/or malicious conduct in the course of rendering services.*

The indemnity provisions of this section shall survive the expiration or termination of this Agreement.

8. Electronic Communication, Confidentiality and Publicity:
The District authorizes Attorneys to communicate with the District and the District's authorized representatives via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents.

Attorneys shall make reasonable efforts to label electronic communications as confidential and privileged. The District acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is

intercepted or confidentiality is otherwise compromised, the District will hold Attorneys harmless for any resulting injury.

The District will not modify any document transmitted to the District electronically by Attorneys, except as expressly authorized by Attorneys.

Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

Attorneys shall retain all District confidential information in the strictest confidence and shall neither use it nor disclose it to anyone without prior written consent of the District. The District may seek to enjoin any unauthorized disclosure. Attorneys shall not issue public announcements concerning the District without the District's prior written consent.

9. No Guarantee of Outcome. Attorneys do not promise or guarantee an outcome for any particular legal matter. Attorneys shall provide periodic reports and opportunities for District input and direction. Actual fees will vary from initial estimates and may be higher or lower based upon District direction for legal work.

10. Files and Ownership of Documents. When legal services conclude, or periodically as individual matters conclude, Attorneys will, upon the District's request, deliver closed files to the District at the District's cost, along with any funds or property of the District's in Attorneys' possession. Attorneys will retain closed files for a period of up to one (1) year. If the District does not request delivery of the file before the end of the one (1) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

11. **Assignment.** This Agreement is not assignable without the written consent of the District.

12. **Independent Contractor.** Attorneys, while engaged in performing the terms of this Agreement, are an independent contractor and are not employees of the District.

13. **Insurance.** Attorneys shall maintain workers' compensation insurance, general liability insurance, and legal malpractice coverage in force at all times at their sole expense in amounts deemed sufficient under current industry standards to protect the interests of the District under this Agreement. Attorneys shall, on request, provide the District with certificates of insurance evidencing compliance with coverage requirements of this Agreement.

14. **Nondiscrimination.** Attorneys shall not, in the performance of this Agreement, unlawfully discriminate against any employee, applicant for employment, or District student or employee because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40), immigration status, sex, gender, gender identity or sexual orientation.

15. **Audit.** The District shall have audit access to its accounts with Attorneys on request during the term of this Agreement. Attorneys shall cooperate with such auditors or investigators authorized to audit District activities and provide information regarding District legal matters that the District may need to defend itself against legal challenges.

16. **Governing Law.** This Agreement shall be governed by the laws of the state of California.

17. **Authority.** The parties hold the positions set forth below their signatures and are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

18. **Term.** This Agreement is effective July 1, 2019. It may be extended or modified by mutual agreement.

This Agreement is terminable by either party upon thirty (30) days written notice.

19. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

CASTAIC UNION SCHOOL DISTRICT

Date: _____, 2019 BY: _____

LAW OFFICES OF MARGARET A.
CHIDESTER & ASSOCIATES

Date: March 21, 2019 BY: Margaret A. Chidester
Margaret A. Chidester

EXHIBIT "A"

Rates are guaranteed through June 30, 2020.

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|-----------------------|----------------|
| PARTNERS | \$310 per hour |
| SENIOR ATTORNEYS | \$285 per hour |
| OTHER ATTORNEYS | \$270 per hour |
| LAW CLERKS/PARALEGALS | \$160 per hour |

COSTS

| | |
|--------------------------------------|---------------------|
| PHOTOCOPIES AND FAXES | \$0.25 per page |
| COLOR COPIES | \$0.50 per page |
| POSTAGE | actual charges |
| MILEAGE | IRS authorized rate |
| TELEPHONE CALLS AND TEXT MESSAGES | no charge |