

Board Office Use: Legislative File Info.	
File ID Number	25-0551
Introduction Date	6/25/25
Enactment Number	
Enactment Date	



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Jenine Lindsey, General Counsel

Meeting Date June 25, 2025

Subject Investigation and Legal Services Agreement – Lincoln White Investigations, LLP – General Counsel

Ask of the Board Ratification by the Board of Education of an Investigation and Legal Services Agreement between the District and Lincoln White Investigation, LLP, for the latter to conduct impartial investigations or other investigation-related work at the discretion of the General Counsel, on an as needed basis, for a period of twelve months from the date executed by the Board (June 25, 2025 through June 25, 2026), in an amount not to exceed \$80,000.

Background Lincoln White Investigation, LLP has specialized expertise in school and workplace investigations. This agreement would allow them to conduct impartial investigations for the District when needed.

Discussion LWI specializes in Title IX Investigations, Workplace and School investigations and has expertise in providing third-party neutral investigations for school districts, and other public and private entities.

Fiscal Impact Funding Resource: GP Fund; not to exceed \$80,000

Attachment(s) Investigation and Legal Services Agreement



**LINCOLN
WHITE
INVESTIGATIONS, LLP**

March 6, 2025

Ms. Jenine Lindsey
General Counsel
Office of the General Counsel
Oakland Unified School District
1011 Union Street, Site 946
Oakland, CA 94607

Via Email: jenine.lindsey@ousd.org

Re: Investigation and Legal Services Agreement

Dear Ms. Lindsey,

We are pleased that the Oakland Unified School District (“District” or “Client”) has engaged Lincoln White Investigations, LLP (“Firm”) to conduct impartial investigations or other investigation-related work. This letter will confirm the terms of this engagement. This engagement will become effective upon the Firm's receipt of a signed copy of this letter and remain in effect for one year (12 months).

Scope of Engagement

The Client hires the Firm on an as-requested basis for investigations and investigation-related services. When the client refers a matter to the Firm, the Firm shall confirm availability and ability to perform legal services regarding the matter. After the Firm has completed services for the specific matter referred by the Client, then no continuing attorney-client relationship exists until the Client requests further services and the Firm accepts the new engagement.

The interviews will be scheduled via remote video conference using Zoom or a similar platform, and each interview will be recorded unless the witness does not consent to the recording. Transcripts will be prepared for each recorded witness interview.

The Client understands that there are no guarantees as to the outcome of the investigation. As an independent contractor, the Firm has the right to determine means, manner and findings related to the investigation. The Client agrees to allow the Firm full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. The Client understands and acknowledges that the Firm will exercise independent judgment to make whatever findings it deems are warranted based on the evidence obtained during the investigation and that this engagement is not dependent on the Firm making or failing to make a particular credibility determination, finding of fact, or conclusion. After conducting relevant interviews and reviewing relevant documents and information, the Firm will prepare a written report summarizing the investigation and findings unless instructed otherwise by the Client.

Legal Services

It is understood that in this engagement, the Firm and the Client have an attorney-client relationship and that the Firm is providing professional legal services based on its professional experience and expertise. The Firm has been retained to use its legal skills to assist the Client in developing a response to the concerns.

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Specifically, the Firm will use its expertise in employment and education law to arrive at factual findings based on its professional evaluation of the evidence.

At the Client's request, the Firm may also use its expertise in employment and education law to determine whether the Client's policies have been violated. The Client and the Firm intend that the investigation, including the Firm's communications, work product, and final investigation report, will be covered by the attorney-client privilege and attorney work product protections to the extent legally permissible, unless waived by the Client.

Limited Scope Agreement

The scope of this attorney-client representation is limited. The Firm will render legal advice to the Client on issues limited to the investigation process. The Firm will conduct the investigation as an attorney in furtherance of the Client seeking legal advice to resolve the underlying issues. The Client will seek legal advice, as appropriate, from other counsel regarding what action to take as a result of the investigation. The scope of the investigation does not include rendering any legal conclusions, making recommendations or, in the event of litigation or administrative claim, representation of the Client or anyone else involved in the litigation.

Specifically, the Client expressly agrees that it will look to its regular legal counsel for such services, as well as for advice with respect to issues that may arise relating to the investigation. This includes, without limitation, the admonitions, if any, to be made to employees who are interviewed concerning confidentiality; the consequences of employee failure to cooperate in the investigation; the accessing of electronic and other data; document retention; litigation holds; appropriate supportive measures pending investigation; compliance with the federal Fair Credit Reporting Act; and compliance with the California Investigative Consumer Reporting Agencies Act. The Client agrees it will comply with employer-required notice and consent rules to the extent applicable, including those under Civil Code sections 1786 et seq.

The Client also agrees it will look to its regular outside counsel for advice with respect to issues regarding attorney-client privilege, the scope of the privilege, waiver, and work product in connection with the Firm's services.

The Client's Duties and Communication

The Client acknowledges that its cooperation and support are required for the Firm to provide services effectively. Therefore, the Client will keep the Firm fully informed as to the facts and developments relevant to the Firm's scope of legal services. The Client will provide the Firm with complete and accurate information, including written materials when requested and in the context of an impartial investigation, as well as full access to witnesses and documents.

The Client may authorize the Firm to communicate about its services with the Client's outside counsel. During the engagement, if requested by the Client or its outside counsel, the Firm will provide status updates on the progress of the engagement.

Fees, Expenses, and Billing Practices

Fees and expenses pursuant to this agreement shall not exceed \$80,000. The Client understands that the Firm's hourly billing rate for this engagement is as follows:

Managing Partner	\$405 per hour
Partner	\$385 per hour
Senior Counsel	\$365 per hour
Associate	\$355 per hour
Legal Report Writer	\$180 per hour

Time is billed in increments of one-tenth of an hour. If called upon in the future to testify or respond to discovery about the engagement, the investigating attorney agrees to make herself reasonably available to testify and perform work related to such testimony or discovery at then applicable current rates for such work. In the event of a rate increase, the Firm will notify the Client in writing before any increase becomes effective.

Firm expenses and direct costs incurred in rendering services under this engagement will be reimbursed by the Client. Such costs will include, but are not limited to, interview transcription fees, mileage at then current IRS mileage reimbursement rate, messenger delivery services, overnight mail delivery services, and other incidental costs. The costs also include attorneys' fees for the investigator's separate counsel in the event of the need to prepare for and testify about the investigation.

The Firm will bill the Client no more than once a month. The Firm will submit invoices to Jenine Lindsey and/or her designee for payment from the Client within thirty days.

Indemnification

The Client agrees to indemnify, defend, and hold the Firm, and its respective employees and Partners, harmless from any and all damages, claims, judgments, penalties, losses, costs, and expenses, including attorneys' fees, that may arise from or are related to the services rendered under this agreement, except for any intentional misconduct or failure by the Firm to follow applicable standards of professional care.

Arbitration

While we certainly do not anticipate a conflict between us, in the event of any material dispute regarding services provided or fees charged by the Firm that cannot be settled amicably, the Firm and the Client both agree that such dispute shall be submitted, as soon as practicable, to final and binding arbitration in Sacramento County in accordance with the rules and procedures of JAMS Inc., a private mediation and arbitration facilitator. Any dispute shall be strictly confidential between the Firm and the Client and, except for our own representatives, will not be disclosed to any other person or entity.

Termination of Agreement

Either the Client or the Firm may terminate this Agreement at any time upon notice to the other. The attorney-client relationship between the Client and the Firm will end when the Firm has concluded all work associated with this engagement. Upon conclusion of the engagement or termination of this Agreement, all unpaid fees are immediately due and payable.

Entire Agreement

This Agreement represents the entire agreement between the Client and the Firm and supersedes any prior oral, written, or implied agreements. The Client's signature below signifies the acceptance of the terms of this Agreement. Please sign it and return it to the Firm.

We look forward to working with you.

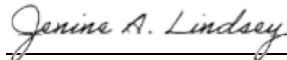
Sincerely,



Marisa R. Lincoln
LWI, Managing Partner

I agree to the foregoing terms and conditions of engagement on behalf of the Client.

Date: 03/06/25

By: _____

Ms. Jenine Lindsey
General Counsel
Oakland Unified School District