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Introduction Date	2-13-2013
Enactment Number	13-0335
Enactment Date	2/13/13 ad



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline Minor, General Counsel

Board Meeting Date February 13, 2013

Subject **RETAINER AGREEMENT WITH FAGEN FRIEDMAN & FULFROST FOR SPECIAL EDUCATION LEGAL SERVICES AND CONSULTATION**

Action Requested Approval of Retainer Agreement between Oakland Unified School District and FAGEN FRIEDMAN & FULFROST, a law firm, to provide special education legal services.

Background The retainer agreement will continue the current trial, approved by the Board in November 2012, to have Fagen Friedman law firm legal matters that were being handled by a non-lawyer employee of PEC. The non-lawyer PEC employee will continue to be reassigned to support IEP compliance.

Discussion
One paragraph summary of the scope of work. Under the retainer agreement, the law firm will handle special education legal matters for the term from January 1, 2013 through June 30, 2014, in an amount not to exceed \$24,000 per month except as provided in the agreement.

Recommendation APPROVAL OF RETAINER AGREEMENT WITH FAGEN FRIEDMAN & FULFROST FOR SPECIAL ED LEGAL SERVICES

Fiscal Impact Funding resource name: GP – not to exceed \$288,000 per fiscal year

Attachments

- Retainer Agreement

AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Oakland Unified School District ("Client") and the law firm of Fagen Friedman & Fulfrost ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Client and Attorney agree as follows effective January 1, 2013:

Client hires Attorney as its legal counsel with respect to student and special education matters Client specifically refers to Attorney for the term from January 1, 2013 through June 30, 2014. Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Client agrees to pay Attorney for services rendered based upon the attached rate schedule.

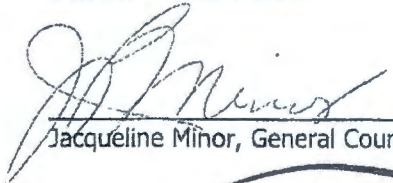
Attorney shall send Client, c/o The Office of General Counsel at Jacqueline.minor@ousd.k12.ca.us and cindee.lajoure@ousd.k12.ca.us a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's statements within thirty (30) days after receipt.

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services hereunder after receipt of such notice. Attorney may withdraw its services hereunder with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.


IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Oakland Unified School

Fagen Friedman & Fulfroft, LLP


Jacqueline Minor, General Counsel


Jan Tomsy, Managing Partner

 2/14/13

President, Board of Education
Oakland Unified School District

 2/14/13

Secretary, Board of Education
Oakland Unified School District

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By: OA

PROFESSIONAL RATE SCHEDULE

Oakland Unified School District
(Effective January 1, 2013, for Special Education Legal Services Only)

1. **ANNUAL FLAT FEE FOR PROFESSIONAL SERVICES**

Fagen Friedman & Fulfroost will provide student and special education legal services, including on-site "Office Hours" to address student and special education legal matters, to Oakland Unified School District for a flat fee for each month beginning January 1, 2013.

The monthly legal services bill for student and special education work will be \$24,000.

Excluded Items.

The Flat Fee shall not include the following:

- (a) Costs and expenses;
- (b) Legal fees for any individual student or special education litigation matter after the costs and expenses exceed \$75,000;
- (c) Legal fees incurred in special education due process matters and related preparation; and
- (c) Non-student and special education legal services.

2. **HOURLY PROFESSIONAL RATES**

For all matters falling outside of the Flat Fee for Professional Services agreement, Client agrees to pay Attorney by the following standard rates:

Senior Partner / Of Counsel	\$ 240
Partner / Senior Attorney	\$ 220
Senior Associate	\$ 200
Associate	\$ 190
Education Consultant	\$ 150
Law Clerk / Senior Paralegal	\$ 125
Paralegal	\$ 100

For any individual student or special education litigation matter that exceeds \$75,000 in legal fees during the fiscal year, Client agrees to pay Attorney by the following standard rates for fees above \$75,000:

Senior Partner / Of Counsel	\$ 230
Partner / Senior Attorney	\$ 210
Senior Associate	\$ 190
Associate	\$ 180
Education Consultant	\$ 150
Law Clerk / Senior Paralegal	\$ 125
Paralegal	\$ 100

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

3. COSTS AND EXPENSES

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

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