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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline Minor, General Counsel

Board Meeting Date September 12, 2012

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 Currently special education mediation and due process cases are handled by a non-lawyer employee who consults with legal counsel on an as needed basis. On a trial basis for the period from August 1, 2012 to November 30, 2012, FAGEN FRIEDMAN & FULFROST is being retained to provide legal services to Programs for Exceptional Children.

Discussion
One paragraph summary of the scope of work. The retainer agreement provides on a trial basis for the law firm to handle legal matters that are currently being handled by a non-lawyer employee of PEC. The non-lawyer PEC employee is being reassigned to support IEP compliance and compliance support for Program Coordinators

Recommendation Approval of the Retainer Agreement with FAGEN FRIEDMAN & FULFROST

Fiscal Impact Funding resource name: GP -- \$80,000

Attachments

- Retainer Agreement



**AGREEMENT FOR SPECIAL EDUCATION LEGAL SERVICES AND
CONSULTATION**

This Agreement is by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("Client") and the law firm of Fagen Friedman and Fulfroft, LLP ("Attorney"). Client wishes to obtain special education legal services and consultation services during the 2012-2013 school year, and believes that the best method to accomplish this is to retain Attorney to provide specified services during the term of this Agreement, and to compensate Attorney at a flat monthly rate. Attorney agrees to provide the specified services and consultation and to be compensated at a flat rate on a monthly basis, which provides Attorney with predictable fees for these services.

Therefore, in consideration of the promises and mutual agreements hereinafter contained, Client and Attorney agree as follows, effective August 1, 2012.

Fagen Friedman and Fulfroft will provide legal services and consultation to the Oakland Unified School District fee of \$20,000 per month for the period beginning July 1, 2012 and ending November 30, 2012. The monthly services bill will be \$20,000 per month, with the first payment due on August 31, 2012 and the last payment due on November 30, 2012. This shall be a pilot period. The parties shall meet and confer by November 1, 2012 to discuss continuation of the flat monthly rate for the remainder of the 2012-2013 school year.

The following legal services and consultation services will be provided by Attorney pursuant to this Agreement:

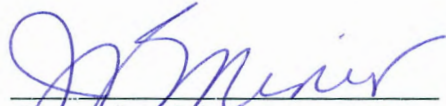
1. Attorney will meet regularly with the Director of Special Education and General Counsel. Attorney will review incoming due process cases, draft all responsive pleadings and represent District at IEP meetings, mediations, due process hearings or other legal proceedings as directed by the District. Attorney will provide consultation on an "as needed" basis regarding special education legal matters. Client agrees to bear costs associated with legal services.
2. Attorney to track all hours and costs and provide detailed billing on a monthly basis. If the total amount of legal work exceeds or is significantly below 90 hours per month, the parties will meet and confer regarding evaluation of the flat rate arrangement.

Either party may terminate this Agreement at any time, with ten days' written notice to the other party. Both parties may request a meeting during the term of this Agreement, and the other party will participate in such a meeting, to evaluate and possibly modify the terms of this Agreement.

The parties acknowledge that this Agreement does not modify or supersede any other Agreement for Legal Services executed by the parties that is effective during the term of this Agreement.

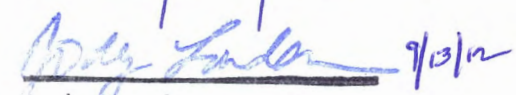
IN WITNESS THEREOF, the parties have signed this Agreement for legal training and consultation.

Oakland Unified School District

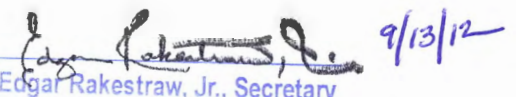


Jacqueline Minor
General Counsel
Oakland Unified School District

Date: 8/22/12



Jody London
President, Board of Education



Edgar Rakestraw, Jr., Secretary
Board of Education

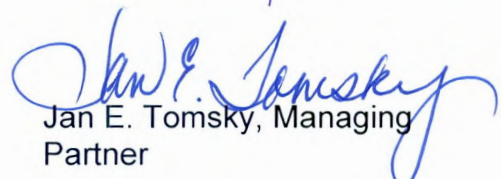
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Fagen Friedman & Fulfrost, LLP



Lenore A. Silverman, Partner

Date: 8/13/12



Jan E. Tomskey, Managing
Partner

Date: 8/13/12

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.