RETAINER AGREEMENT

BETWEEN

SAN LEANDRO UNIFIED SCHOOL DISTRICT

AND

SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA

The SAN LEANDRO UNIFIED SCHOOL DISTRICT (DISTRICT) and SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA (a legal service program operating under a Joint Powers Agreement pursuant to California Government Code sections 6500 et seq.) (COUNSEL), mutually agree as follows:

I.
RECITALS

This agreement, effective July 1, 2012, is entered into by and between the DISTRICT and SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA, a legal services program operating under a Joint Powers Agreement pursuant to California Government Code sections 6500 et seq.

COUNSEL has the background, experience, and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this agreement.

II.
WORK TO BE PERFORMED

COUNSEL shall provide legal and labor relations services as requested by the DISTRICT.

COUNSEL shall have the right to retain court reporters, professional experts, and other independent contractors as appropriate and to recommend to DISTRICT the employment and association of outside legal counsel in cases and matters that singly or cumulatively require an inordinate amount of time or which require, in the opinion of COUNSEL, specialized legal services and expertise. In the event DISTRICT fails to approve the employment of such outside counsel, legal counsel reserves the right to terminate its representation of DISTRICT on the specific case or matter involved.

COUNSEL shall decline any assignment which would result in a conflict of interest or violations of professional ethical standards.

III.
COMPENSATION

The DISTRICT shall compensate COUNSEL for all time spent on DISTRICT's work, including necessary travel time, at the rates specified in the attached Fee Schedule. Such rates may be changed by COUNSEL no earlier than July 1, 2013, provided, however, that COUNSEL shall first give DISTRICT at least thirty (30) days advance written notice of such change.

Time will be accounted for in an initial minimum increment of .2 hour per entry (i.e., 12-minute minimum). This reflects the time it takes to respond to and record the

nature of short-term assignments. After the initial minimum of .2, all assignments will be recorded in increments of one-tenth of an hour.

IV.
TERM OF AGREEMENT

This agreement, effective July 1, 2012, is ongoing for up to four years and may be modified by mutual written agreement of the parties. This agreement may be terminated by either party at any time upon thirty (30) days written notice.

SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA

By: Margaret M. Merchat Dated MAY 17 2012

Margaret M. Merchat
General Counsel

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____ Dated: _____

Superintendent or Designee

SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA
CONTRACT FEE SCHEDULE

Effective July 1, 2012

Attorney Retainer Hours of Attorney Service	Retainer
30	$ 5,550.00
60	11,100.00
120	22,200.00
180	33,300.00
200	37,000.00
300	55,500.00

Districts that wish to contract for a lesser or greater number of hours than that set forth above may do so by calculating a retainer based on the $185.00 per hour rate and making that change in the fee schedule. Minimum level is 20 hours.

Included within the retainer fee are all of the workshops, newsletters, legislative reports, and all other work we do for all clients. We do, however, charge a fee not to exceed the actual costs for facilities, meals and copy fees for materials provided at workshops.

The retainer amounts set forth above are based on a rate of $185.00 per hour for all attorney time. In the event that your district does not use all hours originally retained, the unused portion will be carried over to the next school term.

No additional fee is charged for meals or lodging while traveling to or from your district. No additional fee for secretarial time, nor for the cost of photocopies, telephone calls, or "facsimile" transmissions to or from your district. No postage charges for regular mail, no "administrative fee," and no on-line research costs. Set fees may be charged for formed contracts and bid documents.

Mandated costs services are based on a rate of $185.00 per hour and do not count against the retainer, unless you specifically indicate that it be included.

Litigation services are based on a rate of $195.00 per hour and also do not count against the retainer.

SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA
FEE SCHEDULE

Effective July 1, 2012

Retainer Contract Clients

All Attorneys/Bargaining Specialist.....	$185.00 per hour
Excess Hours over Retainer	$195.00 per hour
Litigation	$195.00 per hour
Mandated Services	$185.00 per hour
Paralegal/Paraprofessional	$100.00 per hour
Law Clerk	$ 80.00 per hour

Billable Contract Clients

All Attorneys/Bargaining Specialist.....	$205.00 per hour
Litigation	$205.00 per hour
Paralegal/Paraprofessional	$100.00 per hour
Law Clerk	$ 80.00 per hour

SELECTION OF RETAINER AMOUNT

Effective July 1, 2012

The SAN LEANDRO UNIFIED SCHOOL DISTRICT hereby selects the following annual retainer amount effective July 1, 2012: $_____for_____ hours of service.

☐ I want mandated services charged against this amount.

☐ I do not want mandated services charged against this amount and instead want to be separately billed for such services.

The Retainer Contract is a commitment to use specified hours at the reduced hourly rate. Should District decide to terminate the Contract during the course of the year and seek a refund of unexpended hours/dollars, it is mutually agreed that the hours used to date of termination will be re-billed at the full Billable hourly rate ($205.00) and then any remaining dollars will be refunded to District.

A purchase order, check or warrant for this amount is enclosed or will be delivered to SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA within 30 days of the date this agreement is signed by the District representative.

By: _____
Superintendent or Designee

Date: _____