

Location: Concow School 11679 Nelson Bar Rd. Oroville, CA 95965 (530) 533-3833

Time: 4:30 PM Closed session 5:00 PM Open session

For persons wishing to review the full agenda packet, one is available in the lobby at each school site. Meeting site is wheelchair accessible. Any individuals who require special accommodations should contact the superintendent (530) 533-3833 at least two days before the meeting date.

1.0 CALL TO ORDER – TIME:

BOARD OF TRUSTEES

Deborah Ingvaldsen	President	_____
Paula Neher	Clerk	_____
Don Saul	Trustee	_____
Matthew Morris	Trustee	_____
Richard Miller	Trustee	_____

Josh Peete	Superintendent	_____
Pearl Lankford	Executive Assistant	_____

2.0 PUBLIC COMMENTS

This is the time at which the President invites anyone in the audience: including district employees, wishing to address the Board on a matter not on the agenda to stand, state your name, and address for the record. Presentations will be limited to (3) minutes; maximum of (20) minutes to each subject matter. The board is prohibited by law from taking action or discussing any item if it is not listed on the agenda, unless permitted by law. For those wishing to address items on the agenda, time will be available as each agenda item is introduced.

3.0 CLOSED SESSION

3.1 Negotiations with Labor Negotiator – Josh Peete

3.2 Employee Discipline/Dismissal/Release

4.0 PUBLIC COMMENTS

5.0 ACTION ITEMS/NEW BUSINESS

5.1 Accept Certificated Retirement - Mortimer (REF)

Motion _____ Second _____ Vote _____

5.2 Accept Certificated Resignation – Triantafyllou (REF)

Motion _____ Second _____ Vote _____

5.3 Resolution #5 2017/2018 – Reduction in Services (1 FTE Gen. Ed. Vacant Certificated) for the 2018-2019 Academic Year.

Motion _____ Second _____ Vote _____

5.4 Resolution #6 2017/2018 – Reduction in Services (1 FTE Special. Ed. Vacant Certificated) for the 2018-2019 Academic Year.

Motion_____Second_____Vote_____

5.5 Resolution # 7 Establish Position for 18/19 school year (.5 fte Special Ed / .5 fte Gen. Ed) (REF)

Motion_____Second_____Vote_____

5.6 Amended CSEA Sunshine Proposal 2/26/18 (REF)

Motion_____Second_____Vote_____

5.7 Lozano Smith Agreement (REF)

Motion_____Second_____Vote_____

6.0 MOTION TO CONVENE TO CLOSED SESSION

Motion_____Second_____Vote_____

7.0 REPORT OUT

8.0 ADJOURNMENT Motion_____Second_____Vote_____

To: The Golden Feather Board of Trustees
From: Donna Mortimer
Date: February 15, 2018

Board of Trustees,

I am writing this letter to inform you of my intention to retire at the conclusion of the 2017-2018 school year. I am honored to have been a part of this district for the last 25 years and I very much appreciate the opportunity I have had to serve the community and the students of the Golden Feather Union School District.

I will always value and treasure the many memories I have, as well as the wonderful relationships I have developed over the years with the people of the Golden Feather District. I wish for good things for the district as I enter this next phase of my life.

Thank You,

A handwritten signature in cursive script that reads "Donna L. Mortimer".

Donna L. Mortimer

RECEIVED 2/14/18 

Wednesday, February 21, 2018

Dear Golden Feather Union Elementary School Board,

I would like to inform you that I am resigning from my position as Special Education Teacher for Concow Elementary School at the end of the 2017-2018 school year.


Thank you very much for the opportunities for personal and professional development that you have provided me over the last 17 years. I have enjoyed working for the school district and appreciate the support given to me during my time with the district.

If I can be of any help during this transition, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Mary Triantafyllou".

Mary Triantafyllou

RECEIVED 2/21/18 

**GOLDEN FEATHER UNION ELEMENTARY
SCHOOL DISTRICT
Resolution #5-2017/2018**

REDUCTION OF CERTIFICATED SERVICES

WHEREAS, Section 44949 and 44955 of the California Education Code requires action by the Governing Board if the services of Certificated staff are to be reduced or eliminated in order to permit the layoff of certificated employees:

WHEREAS, the District has experienced a loss of enrollment and a loss of funds.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Golden Feather Union Elementary School District that the following services, shall be reduced at the close of the 2017/2018 school year,

1 FTE Full Time Equivalent Gen Ed. Certificated Employee

BE IT FURTHER RESOLVED that the Governing Board has considered and directed to send a notice of recommendation of non-reemployment pursuant to Section 44949 and 44955 of the California Education Code to all Employees whose services shall be terminated by virtue of this resolution.

Passed and adopted on **February 28, 2018** board meeting of the Governing Board by the following votes:

AYES :

NAYS:

ABSENT:

Attest:

Superintendent/Principal, Josh Peete

President, Board of Trustees, Deborah Ingvaldsen

Clerk, Board of Trustees, Paula Neher

**GOLDEN FEATHER UNION ELEMENTARY
SCHOOL DISTRICT
Resolution #6-2017/2018**

REDUCTION OF CERTIFICATED SERVICES

WHEREAS, Section 44949 and 44955 of the California Education Code requires action by the Governing Board if the services of Certificated staff are to be reduced or eliminated in order to permit the layoff of certificated employees:

WHEREAS, the District has experienced a loss of enrollment and a loss of funds.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Golden Feather Union Elementary School District that the following services, shall be reduced at the close of the 2017/2018 school year,

**1 FTE Full Time Equivalent Special Ed. Certificated
Employee**

BE IT FURTHER RESOLVED that the Governing Board has considered and directed to send a notice of recommendation of non-reemployment pursuant to Section 44949 and 44955 of the California Education Code to all Employees whose services shall be terminated by virtue of this resolution.

Passed and adopted on **February 28, 2018** board meeting of the Governing Board by the following votes:

AYES :

NAYS:

ABSENT:

Attest:

Superintendent/Principal, Josh Peete

President, Board of Trustees, Deborah Ingvaldsen

Clerk, Board of Trustees, Paula Neher

**BEFORE THE GOVERNING BOARD OF THE
GOLDEN FEATHER UNION ELEMENTARY SCHOOL DISTRICT**

Resolution No. 7

BE IT RESOLVED that as of 7/1/18 the following 1 FTE certificated position be established as follows:

.5 FTE Special Education – Resource

.5 FTE General Education

The foregoing Resolution was passed and adopted at a regular meeting of the
Governing Board on 2/28/18, by the following vote:

AYES:

NOES:

ABSENT:

Date: _____

Governing Board of the Golden Feather Union Elementary School District

By _____

Secretary of the Governing Board



**California
School
Employees
Association**

8217 Auburn Boulevard
Citrus Heights, CA 95610

(916) 725-1188
(800) 582-7314
FAX: (916) 725-3735

www.csea.com

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



Sent via Email: rdennis@gfusd.org

February 26, 2018

Robert S Dennis, President
CSEA Chapter #400
P.O. Box 234
Paradise, CA 95967-0234

RE: Initial Proposal for Contract Reopeners and Successor Agreement

Dear President Dennis:

I have received the initial proposal for your contract reopeners and successor agreement for your Collective Bargaining Agreement between the Golden Feather Union School District and California School Employees Association and its Golden Feather Chapter No. 400 (CSEA) for the 2017/2018 school year.

It has been reviewed in accordance with Policy 610 and I have found no apparent violations of law, CSEA's Constitution and Bylaws or policies of the Association. Remember that your membership must approve the initial proposal.

If you have any questions, please do not hesitate to call me.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Stanley J. Bransgrove
Field Director

SB/tw

Attachment

C: Area Director A
Regional Representative #29
LRR Metcalf
Chapter Review File #400

CSEA

California School Employees Association

January 16, 2018

2017- 2018 INITIAL PROPOSAL

TO

GOLDEN FEATHER UNION SCHOOL DISTRICT

California School Employees Association, Chapter #400, wishes to begin negotiations for the 2017-2018 school year.

We would like to set meeting dates that will include a Board member and our CSEA Labor Relations Representative.

CSEA would like to negotiate:

1. A multi-year successor agreement July 1, 2018 – June 30, 2021.
2. Article VII, "Pay and Allowances": CSEA hereby proposes the District provide a fair and equitable salary increase for the 2018-2019 school year.
3. Article XVII, "Employee Benefits": CSEA proposes the District pay the total cost of any increase to the Employee Benefits Plan for the 2018-2019 school year.

Sincerely,

Robert S. Dennis

CSEA Chapter #400 , President



Thomas E. Gauthier
Attorney at Law

E-mail: tgauthier@lozanosmith.com

February 9, 2018

Joshua Peete
Superintendent
Golden Feather Union Elementary School District
11679 Nelson Bar Road
Oroville, CA 95965

Dear Superintendent Peete:

Lozano Smith is pleased for the opportunity to partner with Butte County Office of Education for county-wide legal services.

As part of this pilot program, the Butte County Office of Education and any interested Butte County school district will have access to basic legal advice (as defined in the enclosed overview of services). On behalf of each participating district, the Butte County Office of Education would pay for the associated attorney fees related to basic legal services during this five-month pilot program.

This pilot program requires interested districts to complete two steps. First, the Business and Professions Code requires that Lozano Smith have a written legal services contract for each client for which the firm provides significant services. A contract is enclosed for approval by your District. Please let Lozano Smith know if you would like assistance with agenda language or other steps. Once complete, please return an approved and signed copy to Lozano Smith.

Second, under the California State Bar's Rules of Professional Conduct, whenever someone other than a law firm's client pays legal costs, ethical standards require law firms to give clients notice and to obtain written consent before representing the district. Rule 3-310 of the rules states that Lozano Smith may not accept compensation for representing a client from someone other than the client unless:

- 1) There is no interference with the attorney's independence of professional judgment or with the client-lawyer relationship; and
- 2) Information relating to representation of the client is protected as required by Business and Professions Code section 6068, subdivision (e); and

Limited Liability Partnership

7404 N. Spalding Avenue Fresno, California 93720-3370 Tel 559-431-5600 Fax 559-261-9366
4 Lower Ragsdale Drive, Suite 200 Monterey, California 93940-5758 Tel 831-646-1501 Fax 831-646-1801
4900 California Avenue, Tower B, Suite 210, Bakersfield, California 93309 Tel 661 271-1012 Fax 661 271-1013
515 South Figueroa Street, Suite 750 Los Angeles, California 90071 Tel 213-929-1066 Fax 213-929-1077
2001 North Main Street, Suite 650 Walnut Creek, California 94596 Tel 925-953-1620 Fax 925-953-1625
One Capitol Mall, Suite 640 Sacramento, California 95814 Tel 916-329-7433 Fax 916-329-9050
9444 Waples Street, Suite 285, San Diego, California 92121 Tel 858-909-9002 Fax 858-909-9022
200 Civic Center, Mission Viejo, California 92691 Tel 949-636-9495 Fax 213-929-1077

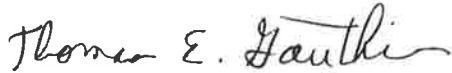
3) The attorney obtains the client's informed written consent.

We want to emphasize that each participating district is the client, even though the Butte County Office of Education is offering to pay legal costs for this pilot program. Each district will direct and control Lozano Smith's legal services and the law firm will keep confidential the advice it gives. For participating districts, in the event that a situation arises which makes it improper to continue accepting payment from the County Office of Education to continue representing the district, Lozano Smith may be required to withdraw from representing the district. Lozano Smith encourages each district to seek independent counsel regarding this consent letter, if desired.

The goal is to launch this Consortium and begin providing service immediately. If acceptable, please return a signed agreement directly to Lozano Smith and retain a copy for your records. Thank you.

Sincerely,

LOZANO SMITH

A handwritten signature in cursive script that reads "Thomas E. Gauthier".

Thomas E. Gauthier

TEG/jf



AGREEMENT FOR LEGAL SERVICES

RECITALS

WHEREAS, the Butte County Superintendent of Schools (“County Superintendent”) has agreed to pay for basic legal services, defined below, requested by school districts within Butte County from Lozano Smith, LLP from February 1, 2018 through June 30, 2018 (the “Legal Services Program” or “Program”) provided that individual school districts within Butte County approve the legal services agreement below (the “Agreement”); and

WHEREAS, the Golden Feather Union Elementary School District (the “District” or “Client”) desires to enter in to this Agree with Lozano Smith, LLP (“Lozano Smith” or the “Firm”); and

WHEREAS, the District shall have no contractual or legal obligation to pay for basic legal services during the period February 1 to June 30, 2018 and shall have no contractual or legal obligation to continue to use the legal services of the Firm after June 30, 2018 unless the Program is extended as provided herein; and

WHEREAS, if the District requests specialized legal services, other than basic legal services, the District agrees to pay the hourly rate and costs set forth in Attachment A; and

WHEREAS, the County Superintendent’s Legal Services Program agreement is set forth in Attachment B.

AGREEMENT

NOW, THEREFORE, the District and Lozano Smith (collectively, the “Parties”) enter into the Agreement on the following terms and conditions:

1. **Adoption of Recitals.** The foregoing recitals are incorporated herein by this reference, including the definitions contained therein, as part of this Agreement.
2. **Payment of Basic Legal Services by the Butte County Superintendent of Schools.** For the period from February 1 through June 30, 2018, the County Superintendent agrees to pay for basic legal services provided by Lozano Smith and requested by the Client as described in Attachment B. The term “basic legal services” means general legal advice to the District via phone, email and written opinions regarding personnel and union issues, board governance, student matters (including special education), and general education law, including contract review and advice, until the matter becomes individualized, complex or specialized. For any new term or terms of this Agreement, if Client participates in the Program Client agrees to pay an amount determined for basic legal services as described in paragraph 4, either directly to

Lozano Smith or by reimbursing the County Superintendent for any payment advanced on behalf of Client.

3. **Payment of Specialized Legal Services to Lozano Smith if Requested by the District.** All services, other than basic legal services, shall be defined as "specialized legal services." To the extent requested by the Client, the hourly rate and costs are set forth in Attachment A attached hereto. For specialized legal services, Client agrees to reimburse Lozano Smith for actual and necessary expenses and costs incurred in the course of providing specialized legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Lozano Smith shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by the Firm. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes the Firm to retain experts or consultants to perform services for Client for specialized legal services.

4. **Term & Renewal.** The Initial Term of this Agreement shall be from February 1 to June 30, 2018 ("Initial Term"). Client may, in conjunction with other school districts in Butte County and the County Superintendent, agree to continue the Program for additional one year terms ("Renewal Term(s)") that commence on July 1 of the 2018-19 school year and subsequent school years and end on June 30 of each school year. Lozano Smith will provide written notice to Client, to the County Superintendent, and to other participating school districts in Butte County by May 1 of each school year of the fees for basic legal services for the upcoming school year in the same format as Attachment B. Client may determine not to participate in the Program for a Renewal Term by giving written notice to Lozano Smith no later than June 15 of its desire not to participate for a Renewal Term. The Program will continue for any such Renewal Terms Client desires upon this written notice from Lozano Smith, which shall be effective without further amendment to this Agreement.

5. **Monthly Invoices: Payment of Basic Legal Services by County Superintendent of Schools; Payment of Specialized Legal Services if Requested by District.** Lozano Smith shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. For basic legal services, there shall be no charge on the Statement, as it will be paid by the County Superintendent under the Legal Services Program. For any specialized legal services requested, District shall pay the Firm's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

6. **Attorney-Client Relationship.** Notwithstanding the payment of basic legal services by the County Superintendent, Lozano Smith's duty of loyalty, attorney-client relationship, and the exercise of its independent professional judgment shall be exclusively for and to the benefit of the Client. All confidential communications and communications under the attorney-client relationship, shall be preserved. Client hereby consents for the County Superintendent to pay for basic legal services during the Initial Term pursuant to Rules of Professional Conduct 3-310 which states:

“A member shall not accept compensation for representing a client from one other than the client unless: (1) There is no interference with the member's independence of professional judgment or with the client-lawyer relationship; and (2) Information relating to representation of the client is protected as required by Business and Professions Code section 6068, subdivision (e) [‘To maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or her client’]; and (3) The member obtains the client's informed written consent . . .”

7. **Potential and Actual Conflicts of Interest.** If Lozano Smith becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Lozano Smith, Lozano Smith will comply with applicable laws and rules of professional conduct.

8. **Independent Contractor.** Lozano Smith is an independent contractor and not an employee of Client.

9. **Termination.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney, (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney, or (e) if Lozano Smith determines that not enough Districts are participating to make the Program effective for Butte County school districts. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in

writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

10. **Maintenance of Insurance.** Lozano Smith agrees that, during the term of this Agreement, Lozano Smith shall maintain liability and errors and omissions insurance.

11. **Dispute Resolution.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Lozano Smith agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Lozano Smith. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees for Specialized Legal Services.** Any dispute as to attorney fees and/or costs charged for specialized legal services shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Lozano Smith agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days

of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. **Effect of Termination.** The terms of this section shall survive the termination of the Agreement.

12. **Entire Agreement.** This Agreement with exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. **Severability.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **Non-Waiver.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. **No Third Party Rights.** This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. **Assignment.** The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

17. **Execution in Counterparts.** The Agreement may be executed in counterparts on separate signature pages. Copies of signatures shall have the same force and effect as original signatures.

SO AGREED:

GOLDEN FEATHER UNION ELEMENTARY
SCHOOL DISTRICT

LOZANO SMITH, LLP

By:
Its:

Date

 February 1, 2018
By: Karen M. Rezendes Date
Its: Managing Partner



ATTACHMENT A

PROFESSIONAL RATE SCHEDULE FOR SPECIALIZED LEGAL SERVICES

1. HOURLY PROFESSIONAL RATES

As a member of the Butte County Office of Education Legal Services Consortium, Client agrees to pay Lozano Smith \$240 per hour for specialized legal services provided. If Client chooses to opt out of the Consortium, the below indicated rate schedule will apply.

Client agrees to pay Lozano Smith by the following standard hourly rates outside Butte County Office of Education Legal Services Consortium*:

Partner** / Senior Counsel / Of Counsel	\$ 260 - \$ 295 per hour
Associate	\$ 200 - \$ 260 per hour
Paralegal / Law Clerk	\$ 135 - \$ 150 per hour
Consultant	\$ 135 - \$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$300 - \$350 per hour.

3. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

4. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 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.



ATTACHMENT B

COUNTY SUPERINTENDENT'S LEGAL SERVICES PROGRAM

AGREEMENT FOR LEGAL SERVICES PROGRAM

This Agreement ("Agreement") for Legal Services Program (the "Program") is entered into by and between the Butte County Superintendent of Schools ("County Superintendent") and Lozano Smith, LLP ("Lozano Smith" or "Firm") effective February 1, 2018.

RECITALS

WHEREAS, the County Superintendent believes that a more efficient and economical delivery of basic legal services would be beneficial to the school districts within the County of Butte (individually, "District" and collectively, "Districts"), as well as the County Office of Education ("County Office"; also for ease of reference referred to as a "District"), through the use of one law firm; and

WHEREAS, the County Superintendent desires to initiate a Legal Services Program for a period of five(5) months beginning on February 1 and ending on June 30, 2018 to assess whether such a Program merits continuation of providing legal services to school districts within Butte County; and

WHEREAS, in order not to burden individual school districts with the fees and costs associated with the Program, the County Superintendent agrees to pay the cost of basic legal services for the initial term of the Program stated below.

AGREEMENT

NOW, THEREFORE, the County Superintendent and Lozano Smith (collectively, the "Parties") enter into the Agreement on the following terms and conditions:

1. **Adoption of Recitals.** The foregoing recitals are incorporated herein by this reference, including the definitions contained therein, as part of this Agreement.
2. **Payment of Basic Legal Services by the Butte County Superintendent of Schools.** For the period from February 1 through June 30, 2018, the County Superintendent agrees to pay a total amount not to exceed \$100,355.00 for the opportunity of the Butte County School Districts to request basic legal services from Lozano Smith as listed in Exhibit A attached hereto. The term "basic legal services" means general legal advice to the District via phone, email and written opinions regarding personnel and union issues, board governance, student matters (including special education), and general education law, including contract review and advice, until the matter becomes individualized, complex or specialized. Each District shall determine the scope and frequency, without limitation, of consulting with Lozano Smith for free basic legal services for the duration of the Program.
3. **Payment of Specialized Legal Services if Requested by the District.** The County Superintendent shall not be underwriting or paying for the cost of other legal services outside of the scope of basic legal services as defined in section 2. All services other than basic legal services shall be considered as "specialized legal services." Each District shall determine whether to retain and pay for legal counsel for specialized legal services.
4. **Payment of Retainer.** The County Superintendent agrees to pay a retainer and related administrative fees in the amount of \$100,355.00 (collectively, the "Retainer") to the Lozano Smith LLP Attorney Client Trust Account ("Trust Account") upon execution of the Agreement or on or before commencement of basic legal services to the individual Districts for the period February 1 to June 30, 2018. The Retainer shall be earned and paid from the Trust Account on a pro rata basis at the end of each month calculated in five (5) monthly increments.
5. **Agreement for Legal Services by Individual Districts.** Participating Districts shall enter into an agreement for legal services with Lozano Smith. A template agreement shall

be made available to the Districts desiring to obtain free basic legal services during the Legal Services Program.

6. **Term & Termination.** The Initial Term of this Agreement shall be from February 1 to June 30, 2018 ("Initial Term"). County Superintendent may, in conjunction with other school districts in Butte County, agree to continue the Program for additional one year terms ("Renewal Term(s)") that commence on July 1 of the 2018-19 school year and subsequent school years and end on June 30 of each school year. Lozano Smith will provide written notice to the County Superintendent, and to other participating school districts in Butte County by May 1 of each school year of the fees for basic legal services for the upcoming school year in the same format as this Attachment B. County Superintendent may determine not to participate in the Program for a Renewal Term by giving written notice to Lozano Smith no later than June 15 of its desire not to participate for a Renewal Term. The Program will continue for any such Renewal Terms County Superintendent desires upon this written notice from Lozano Smith, which shall be effective without further amendment to this Agreement.

a. Termination by County Superintendent. County Superintendent may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with County Superintendent's consent or for good cause. Good cause exists if (a) County Superintendent fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) County Superintendent fails to comply with other terms of this Agreement, including County Superintendent's duty to cooperate with Attorney in protecting County Superintendent's interests, (c) County Superintendent has failed to disclose material facts to Attorney, (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney, or (e) if Lozano Smith determines that not enough Districts are participating to make the Program effective for Butte County school districts. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to County Superintendent if Attorney is not then providing any legal services to County Superintendent.

c. Following Termination. Upon termination by either Party: (i) County Superintendent shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) County Superintendent will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) County Superintendent shall, upon request, be provided the County Superintendent's file maintained for the County Superintendent by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by County


Superintendent from Attorney prior to the date of termination, County Superintendent's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed County Superintendent's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by County Superintendent from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify County Superintendent's acceptance of and agreement with the Statement.


7. **Execution in Counterparts.** The Agreement may be executed in counterparts on separate signature pages. Copies of signatures shall have the same force and effect as original signatures.

SO AGREED:

BUTTE COUNTY SUPERINTENDENT
OF SCHOOLS

LOZANO SMITH, LLP

 2/9/18
Tim Taylor Date
County Superintendent

 February 1, 2018
Karen M. Rezendes Date
Managing Partner



**LEGAL SERVICES FOR THE
BUTTE COUNTY OFFICE OF EDUCATION LEGAL SERVICES CONSORTIUM**

Lozano Smith offers the following legal services arrangement for the Butte County Office of Education Legal Services Consortium.

FEE ARRANGEMENT

Legal Services Consortium member districts agree to pay Lozano Smith a base annual retainer amount for basic legal services and an amount based upon each member's ADA. The basic legal services included under this option include general legal advice to all member districts via phone, email and written opinions regarding personnel and union issues, board governance, student matters (including special education), and general education law, including contract review and advice, until the matter becomes individualized, complex or specialized.

For legal services beyond the basic legal services provided under this option, member districts will be billed at the blended hourly rate of \$240 for all attorneys. When a matter has progressed beyond the basic legal services, Lozano Smith will create a separate billing number for the matter.

COST AND EXPENSES

A 5% fee covering all expenses incurred for travel, database access, mailing services, word processing, parking, meals, mileage, faxes, telephone and photocopies will be billed monthly in place of itemized costs and expenses.



Basic v. Specialized Legal Services

- Initial phone consultation on *any* matter, including those listed under specialized services.
- Basic legal advice that addresses general questions regarding general education matters, including:
 - Personnel issues
 - Board governance
 - Student issues
 - Special education
 - Brown Act
 - Public Records Act
 - Charter schools
 - Contracts
 - Facility and Business issues
- Follow-up work product via phone, email or other writing that continues to provide general legal advice on general education matters.

Examples

- What is the latest I can release a first year probationary teacher?
- Can a student be disciplined for bullying on Facebook?
- What does the Brown Act require for agenda language to terminate an employee?
- Can I discipline a student for getting into a fight with another student on the weekend?
- How much can I charge for complying with a Public Records request? How soon must I produce the documents?
- Can you send me a contract for hiring a certificated employee?
- Can I purchase a bus without bidding?
- Can you send me a contract I can use to hire an independent contractor?

- Continuing legal advice on general education matters that has become specialized. A matter becomes specialized when it develops into a complex issue requiring an analysis of significant documents, substantial research, or the issuance of a significant legal work product.
- Continuing legal advice on specialized topics, including:
 - Workers' Compensation matters
 - Labor relations issues
 - Investigations
 - Voting rights and election issues
 - Intellectual property issues
 - Tax, bond counsel or financial matters
 - Retirement, pensions and Affordable Care Act issues
 - Administrative proceedings
 - Litigation
 - Real Property Acquisition

Examples

- Draft charges to terminate an employee
- Draft negotiations proposals
- Draft a contract
- Write an opinion letter on a fact specific issue
- Attend a board meeting
- Conduct negotiations
- Represent the District in an administrative or judicial case

**BILLING PRACTICES AND COST PREVENTIVE MEASURES FOR THE
BUTTE COUNTY OFFICE OF EDUCATION LEGAL SERVICES CONSORTIUM**

BILLING PRACTICES

Lozano Smith's standard billing practice is to issue statements on a monthly basis. These statements identify dates of services rendered, identification of parties rendering services, an explanation of services, and the amount of time spent on each date. Our attorneys routinely work with clients to develop detailed and effective case management plans to ensure that the client is aware of the status of pending matters. Lozano Smith has the ability to issue statements at a matter level and/or by the department of the district asking for the service. All work that is covered under the State mandated cost program is tracked separately to ease the process for our clients to obtain reimbursement from the State.

A minimum billing increment is both crucial for clients and should be expected by attorneys. That's why Lozano Smith's practice is to bill in ***1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time.*** This is our standard practice and would apply to work performed outside the flat fee for the onsite basic legal services retainer. Lozano Smith's billing increment reduces financial costs, and especially with respect to brief phone calls and emails.

COST PREVENTIVE MEASURES

Monthly Superintendent Meetings

At no additional charge, a Lozano Smith attorney may attend the monthly superintendent meetings. Lozano Smith will attend these meetings during the onsite days and will present on topics as requested by the Legal Services Consortium.

Onsite Services

Lozano Smith will provide onsite services at the Butte County Office of Education once a month.

Workshops

Lozano Smith agrees to provide two (2) workshops per year at no additional charge to consortium members. These workshops will be held during onsite days at the county office. Topics will be coordinated with the County Superintendent.

Additional Cost-Preventive Measures

Building capacity within your District's staff is a key priority for Lozano Smith, and one that lends to our unwavering belief and commitment in cost containment through preventive law.

We believe that our clients receive maximum value by anticipating and preventing legal problems, rather than simply responding when problems arise. Not only that, but an ultimate goal of ours is limiting a client's need to call upon Lozano Smith on issues that may be handled internally with proper and consistent training. In addition to the proposed workshops, Lozano Smith will provide the following at no cost to the District:

- Annual Brown Act Handbooks
- Developer Fee Handbook with annual updates
- Yearly Webinar series on Facilities and Business, Labor & Employment and Student Topics
- Email Retention Policy Guidelines
- Client News Briefs

