

AGREEMENT FOR SERVICES

This agreement shall commence on July 1, 2024, and is by and between the GRIDLEY UNIFIED SCHOOL DISTRICT (hereinafter referred to as “District”) and ROBERT E. THURBON (hereinafter referred to as “Firm”).

I. **RECITALS**

WHEREAS, District desires to continue certain consultation, representation and legal services and to enter into a contract for such services with Attorneys; and

WHEREAS, governing law authorizes District to enter into an agreement to obtain such services; and

WHEREAS, Attorneys desires to provide such services to District and to enter into an agreement to provide such services;

The parties hereby agree as follows:

II. **SERVICES**

At District’s request, Attorneys shall provide consultation, representation and legal advice to the District.

The services to be provided may include, but are not necessarily limited to:

Collective Bargaining Matters

- a. Analyze employee organization bargaining proposals;
- b. Draft initial proposals and responses;
- c. Serve as District chief spokesperson at the bargaining table;
- d. Counsel concerning contract administration, including the processing of grievances and arbitrations which arise pursuant to the labor contracts;
- e. Counsel concerning unfair practice charges, which arise pursuant to labor negotiations or contract administration;
- f. Provide representation before the Public Employment Relations Board, other administrative agencies, fact finders and arbitrators; and
- g. Provide representation in state and federal court proceedings.

Other Personnel Matters

- a. Interpretation of California legal requirements relating to personnel hiring, employment and termination;
- b. Provide advice regarding anti-discrimination laws and requirements, including assistance with Department of Fair Employment and Housing matters, Equal Employment Opportunity matters, and state and federal court matters;
- c. Assist with certificated and classified employee discipline and dismissal matters, including the development of performance improvement plans and training in effective supervisory and evaluative techniques;
- d. Provide representation before the Office of Administrative Hearings, the Commission on Teacher Credentialing and other administrative agencies;
- e. Advise and assist in non-reelection, retirement, disability, layoff and rehiring matters; and
- f. Assist with credentialing questions.

Drafting and Review of Contracts and Other Business Matters

- a. Review and draft contracts for goods, services, construction, and consultants;
- b. Develop bidding procedures to establish appropriate bid specifications and take appropriate steps to obtain workable bids;
- c. Assist and advise regarding school finance matters, including certificates of participation and mandated cost issues.

Facilities Development and Property Law

- a. Assist with purchase and sale of school sites and buildings, in conjunction with Office of Local Assistance and Division of State Architect's requirements;
- b. Provide assistance and advice in the financing of school facilities including work on developer fee matters, Mello-Roos districts and general obligation bonds;
- c. Provide assistance and advice in the construction of school facilities;
- d. Provide assistance and representation before various public agencies and commissions; and
- e. Advise regarding asbestos requirements.

Student Matters

- a. Advise and assist with special education matters, including representation in due process hearings;
- b. Provide advice, assistance and representation with student discipline matters, including student suspensions and expulsions;
- c. Advise and assist with curricular matters, including such matters as prohibited and required areas of instruction and academic freedom matters;
- d. Advise and assist in discrimination matters, including issues related to Title VII and Title IX; and
- e. Advise and assist in desegregation matters.

District Policies and Procedures

- a. Interpret District policies and procedures;
- b. Review, draft and revise District policies and procedures;
- c. Recommend policies and procedures in light of recent Public Employment Relations Board, California and federal court decisions, administrative rulings and regulations and new state legislation.

Other

- a. Provide periodic review of court decisions, Public Employment Relations board decisions, and legislation relevant to the governance of school districts with a checklist of actions needed to be taken by the District;
- b. Conduct workshops and seminars for District personnel and the governing board on topics requested by the District;
- c. Draft legislation;
- d. Provide other services as mutually agreed upon by the District and the Attorneys.

Attorneys may, subject to prior approval of the District, consult with experts in the performance of the services provided herein as Attorneys deems appropriate. Consultation fees shall be paid by District.

III.
COMPENSATION & BILLING

Attorneys agree to provide services to District upon request of the Superintendent or his/her designee at the rate of three hundred seventy-five dollars (\$375) per hour. Law clerk and paralegal services are billed at the rate of ninety-five dollars (\$95) per hour.

District will be billed twice a month for service rendered and for Attorneys' expenses which are reasonably incurred to provide such services.

Fees are calculated upon the number of attorney hours, law clerk or paralegal hours, including travel time, devoted to a client's representation.

Each bill will set forth Attorneys' fees, specific costs/disbursements (e.g. transcripts and filing fees), and personal/travel expenses incurred on the District's behalf during the period.

IV.
TERM

The term of this Agreement commenced on the date first written above.

This Agreement may be terminated at will by either Attorneys or District.

V.
INSURANCE

Attorneys represent to District that the Attorneys carry professional liability insurance applicable to the services rendered under this fee agreement.

IV.
MISCELLANEOUS

Representation

Attorneys must represent clients within the confines of the law and ethical restrictions placed upon all attorneys. Attorneys cannot guarantee the successful conclusion of any legal matter or favorable outcome of any legal action. However, Attorneys can, and will, within the bounds of ethics and the law do everything necessary and appropriate to obtain favorable results or otherwise further the legal interest of District.

Power of Attorney

District hereby provides Attorneys with its power of attorney to execute on its behalf all documents relating to the matters for which Attorneys have been retained, including pleadings, letters, contracts, settlement agreements, verifications, dismissals, and orders. Notwithstanding this power, no disputed matter will be settled without District's prior consent.

Conflicts of Interest

It is understood and agreed that occasionally, because of ethical considerations, attorneys are required to withdraw from the representation of clients. While Attorneys do not anticipate having to withdraw from District's representation, District is aware that because the Attorneys represent a large number of clients, there is always a possibility that a conflict of interest might develop which would force the Attorneys to cease representing the District. Attorneys would only cease to represent the District in the specific area of conflict and only upon reasonable notice.

Complete Agreement

The conditions set forth in this Agreement constitute the entire agreement by the parties for legal services, consultation, and representation, with no other promises, conditions or warranties having been made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first herein above written.

LAW OFFICES OF ROBERT
E. THURBON

GRIDLEY UNIFIED SCHOOL DISTRICT

/s/ Robert E. Thurbon

ROBERT E. THURBON

JUSTIN KERN, Superintendent

DATED: June 9, 2024

DATED: _____, 2024