



# Santa Barbara School Districts

Date: April 25, 2008

To: Dr. J. Brian Sarvis, Superintendent

From: Robin Sawaske, Assistant Superintendent, Elementary Education *RS*

Subject: Approval of Agreement for Legal Services with Fagen Friedman & Fulfroost, LLP, effective April 15, 2008.

Consent Agenda:  X

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Background

Fagen Friedman & Fulfroost, LLP provide legal and consultative services including representation in administrative and court proceedings, as requested by the districts.

Plan

To establish an agreement for legal services as needed regarding special education cases with Fagen Friedman & Fulfroost LLP.

Fiscal Impact

Determined on a case by case basis and only when the Santa Barbara County Special Education Local Plan Areas (SELPA) does not provide such services.

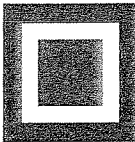
Funding Source

Resource 6500 (Special Education State Funding – AB 602)

Recommendation

The Board of Education approves the agreement for legal services with Fagen Friedman & Fulfroost, LLP.

<b>Attachment(s)?</b>	<input checked="" type="checkbox"/>	<b>Yes</b> (if so, please attach)	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	Powerpoint	<input type="checkbox"/>	Overhead	<input type="checkbox"/>	Consultant
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# Fagen Friedman & Fulfroast LLP

Peter K. Fagen  
Howard A. Friedman  
Howard J. Fulfroast  
Melanie A. Petersen  
Laurie S. Juengert  
Laurie E. Reynolds  
James B. Fernow  
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Lenore Silverman  
Kimberly A. Smith  
Kathleen J. McKee  
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Ricardo R. Silva  
Wesley B. Parsons

Elizabeth B. Mori  
Lee G. Rideout  
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Summer D. Dalessandro  
Vivian L. Haun  
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Sarah S. Orman  
Kerrie E. Taylor  
Susan Park  
Melissa Hatch  
Maggy M. Athanasious  
Susan B. Winkelman

Diana McDonough  
Of Counsel

April 15, 2008

Janet Walker  
Special Education Coordinator  
Santa Barbara School Districts  
720 Santa Barbara Street  
Santa Barbara, California 93101

Re: Agreement for Legal Services & Rate Schedule

Dear Janet:

This letter responds to your request for Fagen Friedman & Fulfroast, LLP to provide you with an Agreement for Legal Services ("Agreement") & Rate Schedule. This Agreement would allow the Santa Barbara School Districts ("Districts") to access our legal services when the Santa Barbara County SELPA JPA Board does not approve the SELPA's payment for such services.

Fagen Friedman & Fulfroast, LLP has earned a reputation for its significant contributions to public education law and practice. We are committed to providing the highest quality and most cost-effective legal services to school districts and other education agencies. Enclosed is our Agreement & Rate Schedule. Please have a copy signed and returned to my attention at our Los Angeles office at your earliest convenience. If you or any member of the Districts' administrative team have any questions or concerns about our Agreement and/or Rate Schedule, please do not hesitate to contact us.

We thank you for placing your trust in Fagen Friedman & Fulfroast, LLP. We look forward to working with you and the Districts' entire administrative team.

Sincerely,

FAGEN FRIEDMAN & FULFROAST, LLP

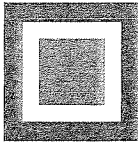
  
Howard J. Fulfroast

HJF:dlp

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Howard J. Fulfroast  
Direct Dial: 323-330-6303  
hfulfroast@fagenfriedman.com





**AGREEMENT FOR LEGAL SERVICES**

This Agreement is by and between the Santa Barbara School Districts (“Client”) and the law firm of Fagen Friedman & Fulfroost (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Client and Attorney agree as follows effective April 15, 2008:

Client hires Attorney as its legal counsel with respect to matters Client specifically refers to Attorney. 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. Agreements for legal fees on an other-than-hourly basis may be made by mutual agreement for special projects.

Attorney shall send Client 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. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due.

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.

Santa Barbara School Districts

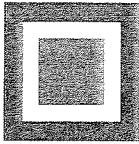
Fagen Friedman & Fulfroost, LLP

\_\_\_\_\_  
Dr. J. Brian Sarvis, Superintendent

\_\_\_\_\_  
Peter K. Fagen, Managing Partner

Date: \_\_\_\_\_

Date: 4-15-08



PROFESSIONAL RATE SCHEDULE

Santa Barbara School Districts  
(Effective April 15, 2008)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Senior Partner / Of Counsel	\$ 230
Partner / Senior Attorney	\$ 220
Senior Associate	\$ 200
Associate	\$ 190
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.

2. 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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