



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 Special Services by Filarsky & Watt LLP, from July 1, 2008, to June 30, 2009.

Consent Agenda: X

Background

Filarsky & Watt LLP provide legal and consultative services to the Santa Barbara School Districts, including representation in administrative and court proceedings, as requested by the district.

Plan

To maintain an agreement for legal services as needed regarding special education cases with Filarsky & Watt 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. No funds have been paid to Filarsky & Watt LLP from July 1, 2006 through April 23, 2008.

Funding Source

Resource 6500 (Special Education State Funding – AB 602)

Recommendation

The Board of Education approves the agreement for special services by Filarsky & Watt LLP, from July 1, 2008 to June 30, 2009.

Attachment(s)?	<input checked="" type="checkbox"/>	Yes (if so, please attach)	<input type="checkbox"/>	No	<input type="checkbox"/>	Powerpoint	<input type="checkbox"/>	Overhead	<input type="checkbox"/>	Consultant
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AGREEMENT FOR SPECIAL SERVICES

This Agreement for Special Services ("Agreement") is made on July 1, 2008, between Filarsky & Watt LLP, Attorneys at Law, with offices located at 408 Bryant Circle, Suite C, Ojai, California 93023, and 1441 Nineteenth Street, Manhattan Beach, California 90266 (hereinafter referred to as "Firm"), and Santa Barbara School Districts, located at 720 Santa Barbara Street, Santa Barbara, California 93101 (hereinafter referred to as "District").

1. Scope of Services: Firm agrees to provide legal and consultative services to District, including representation in administrative and court proceedings, as requested by District. The place and time for such services are to be designated by the Special Education Director of District.

2. District's Duties: District agrees to cooperate with Firm by keeping Firm informed of any information or developments which may come to District's attention regarding pending matters. District shall assist Firm by providing information and documents necessary for representation in all matters for which it requests representation.

3. Legal Fees and Billing Practices: District agrees to pay Firm by the hour at Firm's prevailing rates for all time spent on the matter by Firm's legal personnel. Current hourly rates for legal services rendered are as follows:

• Partners	\$230.00
• Senior Attorneys	\$205.00
• Associate Attorneys	\$190.00
• Educational Consultants	\$155.00
• Law Clerks/Paralegals	\$150.00

4. Costs and expenses: District agrees to pay Firm for any necessary costs and expenses for services authorized by District. Costs, disbursements and expenses commonly include, but are not limited to, fees fixed by law or charged by public agencies, long distance (outside California) telephone charges, photocopy and other reproduction expenses, messenger

and delivery fees, postage, incoming and outgoing facsimile charges, computer-assisted legal research, travel costs including parking, transportation, hotel and meals, investigation expenses and consultant's fees and other such necessary expenses. District authorizes Firm to incur reasonable costs and expenses such as:

- Out of Town Travel: District agrees to pay transportation, lodging, meals and all other costs of any necessary out of town travel by Firm personnel.
- Consultants, Experts and Investigators: To aid in the representation of District, it may become necessary to hire consultants, experts and/or investigators. District agrees to pay such fees and charges. Firm shall select any such consultants, experts and/or investigators, after consultation with District, and District will be informed in writing, of those persons/firms selected and the charges therefor.

5. Billing Statements: Firm will send District periodic statements, typically prepared and forwarded on the last working day of each calendar month, for fees and costs incurred. Each statement shall be payable within thirty (30) days of its mailing date. All statements not paid in full within sixty (60) days of date of mailing will be subject to a 12% per annum interest charge on any unpaid balance. Statements shall include the amount, rate, basis of calculation or other method of determination of fees and costs reflected therein, which costs will be clearly identified by item and amount.

6. Discharge or Withdrawal: District may discharge Firm at any time, upon written notice, and Firm shall, immediately upon receiving such notice, cease to render services except as reasonably necessary to preclude prejudice to District's interests. Such discharge and termination does not, however, relieve District of the obligation to pay any expenses, cost or attorney's fees incurred prior to such termination or any expenses, costs or attorney's fees incurred, after notice is given, to protect District's interests.

Firm may withdraw from representation of District with District's consent or for good cause. Good cause includes District's breach of this Agreement, District's refusal to cooperate or to follow Firm's advice on material matters or any other fact or circumstance that would render Firm's continued representation unlawful, unethical or otherwise impracticable.

7. Disclaimer of Guarantee and Estimates: Nothing in this Agreement and nothing in Firm's statements to District shall be construed as a promise or guarantee about the outcome of a particular matter. Firm makes no such promises or guarantees. There can be no assurance that District shall recover any sum or sums in a particular matter. Firm's comments about the outcome of District's matter are expressions of opinion only. Any estimate of fees given by Firm shall not be considered a guarantee and actual fees and costs may vary from estimates given.

8. Modification of Agreement: This Agreement may only be modified by a subsequent agreement of the parties hereto or by amendment hereof by an instrument in writing signed by the parties.

It is expressly understood and agreed that Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of District.

The term of this Agreement will be from July 1, 2008 through June 30, 2009.

Date: _____, 2008

SANTA BARBARA SCHOOL DISTRICTS

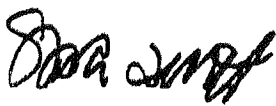
By: _____

Printed name: _____

Title: _____

Date: April 1, 2008

FILARSKY AND WATT LLP

By:  _____
Sharon A. Watt