



Livermore Valley Joint Unified School District
Torie Gibson, Ed.D., Superintendent of Schools
685 East Jack London Blvd.
Livermore, CA 94551-1899

August 1, 2024

Re: Proposed Agreement for Legal Services for 2024 - 2025

Dear Dr. Gibson:

We would be honored to partner with you to provide legal support to the Livermore Valley Joint Unified School District. At Perry & Villarreal, LLP (“P&V”), we pride ourselves in working with educational agencies to meet their unique needs and interests on a more personal and professional level.

Given that we are a boutique firm, we offer exceptional legal work at an hourly rate that is generally lower than most law firms. Enclosed with this letter please find the proposed Legal Services Agreement. If, after reviewing the Legal Services Agreement and Rate Sheet, the terms are acceptable to you, please sign where indicated and return them to us, for our signatures. Once signed and returned to you, the Legal Services Agreement and Rate Sheet will constitute the contract between P&V and the Livermore Valley Joint Unified School District.

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It will be our privilege to begin providing legal services to your district. If you have any questions, please do not hesitate to call or email.

Sincerely,

A handwritten signature in blue ink, appearing to be 'AP' with a large loop at the end.

Aimee Perry

A handwritten signature in blue ink, appearing to be 'CV' with a large loop at the end.

Colleen Villarreal

LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“LSA”) is entered into between Perry & Villarreal, LLP (“P&V”) and Livermore Valley Joint Unified School District (“Client”) as of the date of execution.

This LSA is intended to explain P&V’s billing policies and procedures. By signing and returning the LSA, Client indicates its acceptance of the terms set forth in this LSA.

1. SCOPE OF LSA

Client retains P&V to provide legal representation and advice in special education, student, Title IX investigations, program review, and any other matters related to local education agencies, as assigned by Client and agreed to by P&V.

2. DUTIES OF P&V AND CLIENT

P&V shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of significant developments and to respond to Client’s inquiries. If necessary to effectively represent Client, P&V may delegate work to other attorneys, paralegals, law clerks, consultants, and office personnel associated with P&V as an employee or independent contractor.

Client shall keep P&V reasonably informed of developments, perform the obligations Client has agreed to perform under this Agreement, and pay statements from P&V within 30 calendar days of receipt.

3. BILLING RATES

Client agrees to pay for legal services at the rates set forth in the attached rate sheet. These rates are subject to adjustment on an annual basis. P&V shall provide Client with written notice of rate adjustments at least thirty (30) days prior to the date of any rate changes.

4. COSTS AND EXPENSES

Client shall directly pay for major costs and expenses by: (1) advancing such costs; (2) paying third parties directly; or (3) reimburse P&V for all costs and expenses incurred by P&V including, but not limited to, the following: costs of serving pleadings, filing fees, and other charges assessed by courts and other public agencies, witness fees, long-distance telephone calls, messenger and other delivery fees, postage, photocopying, parking, mileage, travel expenses (including airfare at coach rates,

lodging, meals, and ground transportation), research, investigation expenses, consultant fees, expert witness fees, and other costs deemed necessary by P&V. P&V shall itemize all costs incurred on each periodic statement.

5. STATEMENTS

P&V shall send Client a statement for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's statement. Client shall pay statements from P&V within thirty (30) calendar days of the date such statement is received by Client.

6. DISCHARGE AND WITHDRAWAL

Either party may terminate this LSA upon written notice to the other party. P&V and Client each agree to sign any documents reasonably necessary to complete P&V's discharge or withdrawal. Upon the completion of P&V's services, all unpaid charges for services rendered and costs incurred or advanced through the completion date shall be due and payable within thirty (30) days of the date the statement is received by Client.

7. DISPUTE RESOLUTION

If there is a dispute or disagreement between P&V and Client, the parties shall consult with one another in good faith to attempt to resolve such dispute. If such consultation does not resolve the dispute, either party may request that such dispute be resolved by mediation. Upon such request, the parties will work to identify a mutually agreeable mediator.

8. CLIENT FILES

At Client's request, upon termination of the services under this LSA, P&V shall promptly release all of Client's files to Client.

9. INSURANCE COVERAGE

Client is hereby informed that P&V maintains errors and omissions insurance coverage.

10. FINGERPRINTING REQUIREMENTS

Education Code section 45125.1 provides that any contractor that has a contract with a local educational agency shall ensure that any employee of the contractor who

interacts with students, outside of the immediate supervision and control of the student's parent or guardian, or a school employee, has a valid criminal records summary as described in Education Code section 44237. It is not anticipated that any employee of P&V will interact with students outside of the supervision and control of an employee of the Client. However, if the Client or P&V determines that an interaction will occur between an employee of P&V and a student, who is not under the supervision and control of an employee of Client, P&V will cease services until necessary P&V employees have been fingerprinted and cleared in accordance with Education Code section 45125.1.

11. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified only by a written instrument signed by both parties.

By signatures below, the parties understand and accept the foregoing terms.

DATE: _____

Torie Gibson, Ed.D., Superintendent of Schools
Livermore Valley Joint Unified School District

DATE: _____

Aimee Perry, Founding Partner
Perry & Villarreal, LLP

DATE: _____

Colleen Villarreal, Founding Partner
Perry & Villarreal, LLP



RATE SHEET

1. Hourly Rates for Legal Support

Partner	\$305 - \$315 per hour
Senior Counsel	\$285 - \$305 per hour
Associate	\$245 - \$285 per hour
Paralegal	\$110 - \$215 per hour
Law Clerk	\$195 - \$215 per hour

Special Counsel Work:

Investigations	\$385 - \$475 per hour
Program Review	\$305 - \$315 per hour

Consultant Work:

Consultant	\$285 - \$475 per hour
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2. Billing Practice

Perry & Villarreal, LLP will provide a monthly invoice with itemized descriptions of the services provided. Time will be billed in increments of \$0.10.

3. Costs

Copying	\$0.10 per page
Postage	Actual Cost
Mileage	IRS Standard Rate

Other costs as necessary may be charged at actual rates.