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## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2022, by and between the **Livermore Valley Joint Unified School District, 685 East Jack London Blvd., Livermore, CA 94551-1899**, hereinafter referred to as District, and Dora J. Dome Law Offices, hereinafter referred to as DDL.

In consideration of the promises and the mutual agreements hereinafter contained, District and DDL agree as follows:

District appoints DDL to represent, advise, and counsel it from July 1, 2022, through and including June 30, 2023, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. DDL agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

District shall be truthful with DDL, cooperate with DDL, keep DDL informed of developments, perform the obligations it has agreed to perform under this Agreement and pay DDL bills in a timely manner.

For services other than training, District agrees to pay DDL Three Hundred - Twenty - Five dollars (\$325) per hour, Two-Hundred-Fifty (\$250) for Educational Consultants, and One-Hundred-Seventy-Five dollars (\$175) per hour for paralegals and/or law clerks, if it becomes cost-effective in DDL's determination to use educational consultant, paralegal and/or law clerk support for discrete scopes of work. At times, it may be necessary for DDL to consult and/or collaborate with specialized legal counsel. Such specialized legal counsel will be billed at \$325 per hour.

**Training services:** DDL's training is provided for educational, legal compliance and loss-prevention purposes. The training is not itself intended to convey or constitute legal advice for particular issues or circumstances. Legal advice sought before or after the training is available at DDL's standard hourly rates and contract terms. District agrees to pay DDL's in person Half Day Training rate of Three Thousand dollars (\$3,000 - Three hours or less) and in person Full Day Training rate of Four Thousand - Five Hundred Dollars (\$4,500 - Three+ - Six hours), with a maximum of Sixty (60) participants, inclusive of travel costs and

expenses. The maximum number of participants can be modified by mutual agreement. At times, it may be necessary for DDL to consult and/or collaborate with trainers with specialized expertise and to have said trainers co-present or present on behalf of DDL. Such specialized training services will be billed at the Contractor's training rate.

Additionally, in light of Covid-19 and the potential implications for in person staff trainings, District agrees to pay DDL's virtual (e.g. Zoom) Half Day Training rate of Two Thousand dollars (\$2,000 - Three hours or less) and virtual Full Day Training rate of Three Thousand - Five Hundred Dollars (\$3,500 – Three+ – Six hours).

**Online Training:** DDL's online staff and student trainings are provided for educational, legal compliance and loss-prevention purposes. The trainings are not in themselves intended to convey or constitute legal advice for particular issues or circumstances. Legal advice sought before or after the training is available at DDL's standard hourly rates and contract terms. The cost will be negotiated by the parties based on the quantity of participants desired.

**Books:** DDL has authored numerous resource books for educators. These books are available on Amazon but may be purchased directly from DDL in bulk at a discounted rate. The discounted rate will be negotiated by the parties based on the book and the quantity ordered.

Agreements for specific specialized projects or scopes of particular work may be made by mutual Agreement of the Parties for DDL's legal and/or training services at other than the rates as set forth above.

Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour. In addition, reasonable travel time will be charged at Two Hundred dollars (\$200) per hour. In the course of travel it may be necessary for DDL to work for and bill other clients while in transit.

District further agrees to reimburse DDL for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals, and travel expenses such as reimbursement for mileage and tolls at standard rates. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or by emergency conditions which occasionally arise.

District further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses,

consultants' fees, and expert witness fees. Upon mutual consent of District and DDL, DDL may pay for such costs and expenses and District shall advance costs and expenses to DDL.

DDL shall send District a statement for fees and costs incurred every calendar month. DDL's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of DDL's fees. District shall pay DDL's statements within thirty (30) days after each statement's date.

It is expressly understood and agreed to by both parties that DDL, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

**Conflicts of Interest:** Because DDL may represent other school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest occasionally may arise in the course of DDL's representation. Because DDL does not represent many private entities or non-school public entities, DDL will encounter fewer conflicts of interest than the District would encounter with law firms that represent those types of entities. If DDL becomes aware of any potential or actual conflicts of interest, DDL will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether DDL has a conflict of interest in its representation of District in any matter, it may contact DDL or other legal counsel for clarification.

**Conflicts of interest in investigations:** If DDL is retained to provide investigation services pursuant to the Uniform Complaint Procedures or otherwise, DDL may be required to disclose the results of that investigation by operation of statute or district procedures. Such investigation results may be adverse to the district, may find that the district or district employees behaved improperly or may contain findings that may require the district to take certain actions or make changes. Because DDL owes a duty of loyalty to current clients, if the district is currently a client of DDL's at the same time that DDL is carrying out an investigation, a potential or actual conflict of interest could arise. As a result, DDL will require any current client that retains DDL to conduct an investigation to execute a separate conflict waiver

District or DDL may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

**Disclosure: DDL is affiliated with Epoch Education ("Epoch"), a company that provides education development services and trainings. DDL does not offer legal services through Epoch, but clients may obtain certain of DDL's online**

