

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

• **SPECIAL MEETING** •

550 Blumont St.

Laguna Beach, CA 92651

August 22, 2019

5:00 P.M.

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL TO ESTABLISH QUORUM**
3. **PLEDGE OF ALLEGIANCE**
4. **ADOPTION OF AGENDA**
5. **PUBLIC COMMENT ON OPEN SESSION AGENDA ITEM**
6. **APPROVAL OF A ONE-YEAR AGREEMENT WITH RUTAN & TUCKER, LLP FOR LEGAL SERVICES FOR THE PERIOD OF AUGUST 22, 2019 THROUGH AUGUST 31, 2020 IN A NOT-TO-EXCEED AMOUNT OF \$50,000, FOR REPRESENTATION AND DEFENSE IN LITIGATION THREATENED BY BOARD MEMBER DEE PERRY**
7. **PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEM**
8. **ADJOURN TO CLOSED SESSION**
 - A. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF GOVERNMENT CODE 54956.9**
One Potential Case
9. **REPORT OF CLOSED SESSION ACTION**
10. **ADJOURNMENT**

The next Regular Meeting of the Board of Education is **Tuesday, September 24, 2019 6:00 PM**
at the Laguna Beach Unified School District Office Board Room
550 Blumont St., Laguna Beach, California

For information regarding Laguna Beach Unified School District, please visit our website: www.lbusd.org

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS PRESENT AT THIS MEETING

We are pleased you have joined us for this meeting. Community interest in our schools is welcome and valued.

The members of the LBUSD Board of Education are locally elected officials, serve four-year terms of office, and are responsible for the schools' educational programs, grades kindergarten through twelve. The Board is a policy-making body whose actions are guided by the District's vision, mission, and goals. Administration of the District is delegated to a professional administrative staff led by the Superintendent. Board members are required to conduct the programs of the schools in accordance with the Constitution of the State of California, the California Education Code, and other laws relating to schools enacted by the Legislature, in addition to policies and procedures adopted by the Board of Education.

Materials that are public records related to open session agenda items are occasionally distributed to Board members after the agenda has been posted. These materials will be available for public inspection in the Office of the Superintendent between the hours of 7:30 a.m. and 4:30 p.m.

WHAT TO DO IF YOU WISH TO ADDRESS THE BOARD OF TRUSTEES

ITEMS ON THE AGENDA: Members of the public may address the Board of Education on agenda items during consideration of that item. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic, unless the time limit is waived by a majority of the Board.

Persons wishing to address the Board are asked to and submit a public comment card, available on the information table.

PUBLIC COMMENT (Non-Agenda Items): Members of the public may address the Board of Education regarding items not on the agenda, yet within the Board's subject matter jurisdiction during public comment. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic, unless the time limit waived by a majority of the Board. Legally, the Board cannot take action on topics raised by speakers and discussion may not be held by the Board. The Board may ask staff to research and respond accordingly.

REASONABLE ACCOMMODATION

In accordance with the Americans with Disability Act, members of the public who require disability accommodation to participate in the meeting should contact the Office of the Superintendent in writing by noon on the Thursday before the scheduled meeting.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "District," and Rutan & Tucker, LLP

Name of Independent Contractor

<u>611 Anton Boulevard, 14th Floor, Costa Mesa,</u>	<u>CA</u>	<u>92626</u>	<u>(714)641-3418</u>
Mailing Address	City	State	Zip

Telephone Number

hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide legal services to Client on an as-needed and as-requested basis pursuant to Education Code Section 35041.5. Attorney may use the services of those attorneys, legal interns, law clerks, legal assistants, or other professionals Attorney deems suited to provide these services consistent with the proper representation of Client. hereinafter referred to as "Services".

Services shall be provided by Rutan & Tucker, LLP.

(Name of specific individual, if required)

2. Term. Contractor shall commence providing Services under this Agreement on August 22, 2019, and will diligently perform as required and complete performance by August 31, 2020.

3. Compensation. District agrees to pay the Contractor for Services rendered pursuant to this Agreement a total fee not to exceed Fifty-Thousand Dollars (\$50,000), for representation and defense in litigation threatened by Board Member Dee Perry. District shall pay Contractor according to the following terms and conditions: Services shall be calculated on the basis of the normal hourly rates of the persons performing the services. It is presently anticipated that Joseph Larsen, whose current hourly rate is \$330.00, will be supervising or principally involved in performing the work. Hourly rates are adjusted periodically, generally at the beginning of the calendar year, due to inflation, seniority and other factors, and any such adjustments will be reflected in billing invoices sent to you. Attorney will keep time records in one-tenth hour increments and will bill Client on a periodic basis for services rendered and costs incurred. Services rendered by other professionals and experts shall be billed to Client as costs.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: Attorney's invoices

shall include such costs as may be incurred by Attorney on Client's behalf and when significant cost items may be incurred, Attorney may request that Client advance the payment of the cost items. Costs include out-of-pocket expenses such as: corporate filing fees, court filing fees, process service, witness fees, deposition fees, photocopying costs, newspaper publications, telephone fax charges, messenger services and long distance phone calls.

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

7. Insurance. Contractor agrees to carry malpractice and/or professional liability insurance in an amount satisfactory to the District of \$1,000,000.

8. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

9. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

10. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

11. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may

be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:
Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651

Contractor:
Rutan & Tucker, LLP
611 Anton Boulevard, 14th Floor
Costa Mesa, CA 92626

12. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

13. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

14. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

15. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

16. Future Work For Others: District agrees that Attorney may represent parties in the future on matters that may be adverse to Client, so long as such representation does not involve confidential information which Attorney gained from its representation of Client pursuant to this Agreement.

This Agreement is entered into this 22nd day of August, 2019.

Laguna Beach Unified School District
Name of District

Rutan & Tucker, LLP
Contractor Name

By: _____

By: _____

Jeff Dixon
Typed Name

Typed Name

Assistant Superintendent of Business Services
Title

Title

Taxpayer Identification Number