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April 9, 2020

VIA EMAIL AND U.S. MAIL

Board of Trustees,
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

c/o: Ernesto Bejarano, Board President
E-mail: ernesto.bejarano@arUSD.org

Hilaria Bauer, Ph.D., Superintendent
E-mail: hilaria.bauer@arUSD.org

Re: Renewal of Legal Services Agreement for Representation of Alum Rock Union Elementary School District

Dear Board of Trustees:

Thank you for the opportunity to provide legal services to the Alum Rock Union Elementary School District. The current agreement between the District and Rehon & Roberts, a Professional Corporation (the "Firm") dated May 9, 2019, expires on June 30, 2020. A copy of that agreement is attached.

The Firm is pleased to offer and propose that the current agreement between the District and the Firm be renewed for a period of twelve (12) months, through June 30, 2021, on the same terms, conditions and rates as specified in the current agreement. The agreement includes the provision of legal services to the District as Legal Counsel and to represent the District in the areas of Human Resources – Labor and Employment, General Education Law, Facilities Services, Business and Procurement Services – Contract Support, and Government Relations as originally outlined in RFP No. 1819-BUS03 (not including special education as specified in the RFP, or bond counsel matters). The Firm's rates would remain the same, which is \$250.00 per hour for the Firm's attorneys, and \$125.00 per hour



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for the Firm's paralegals and law clerks, and specialty services billed at the rate of \$295.00 per hour for attorneys. Specialty services include eminent domain, inverse condemnation and construction-related disputes and litigation. For the past 11 months no specialty service rates have been billed to the District.

We have appreciated the opportunity to represent the District and we thank you for looking to us for assistance. If you have any questions concerning the contents of this letter or any matter relating to the Firm's legal representation, please do not hesitate to call me directly. If the Board is in agreement with the one year renewal of the legal services agreement through June 30, 2021, please sign and date this letter in the space provided below, and return a fully executed copy to us.

Sincerely,
REHON & ROBERTS
A Professional Corporation

A handwritten signature in blue ink, appearing to be "Peter M. Rehon".

Peter M. Rehon

<p>THE FOREGOING IS AGREED TO: Alum Rock Union Elementary School District</p> <p>_____</p> <p>By: Its:</p> <p>Approved by the Board on _____, 2020</p>
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May 9, 2019

VIA EMAIL AND U.S. MAIL

Board of Trustees,
Alum Rock Union Elementary School
District
2930 Gay Avenue
San Jose, CA 95127

c/o: Linda Chavez, Board President
E-mail: linda.chavez@arUSD.org

Hilaria Bauer, Ph.D., Superintendent
E-mail: hilaria.bauer@arUSD.org

Re: Representation of Alum Rock Union Elementary School District

Dear Board of Trustees:

This letter sets forth the agreement between Rehon & Roberts, a Professional Corporation (the "Firm") and the Alum Rock Union Elementary School District (the "Client") relating to the Firm's representation of the Client.

1. **Scope and Terms of Representation.** The Client engages the Firm as Legal Counsel and to represent the Client in the areas of Human Resources – Labor and Employment, General Education Law, Facilities Services, Business and Procurement Services – Contract Support, and Government Relations as outlined in RFP No. 1819-BUS03, not including special education as specified in the RFP, or bond counsel matters. The Firm represents the Client, and not any of its board members, administrators or employees or any other individual associated with the Client. The initial term of this agreement will be through June 30, 2020, and may be renewed annually subject to action and approval by the Board of Trustees.

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2. Client Responsibilities. The Client agrees to be truthful and cooperative with the Firm, and also agrees to keep the Firm informed of any information or developments which are material to the Firm's representation of the Client. The Client also agrees to abide by the terms of this agreement, to pay the Firm's invoices on time, and to keep the Firm advised of the Client's address, telephone number and whereabouts. The Client will assist the Firm in providing all information the Firm requests and will appear, if necessary, at any legal proceedings.

3. Notice Regarding Duty to Preserve Evidence (Including Electronically Stored Information)/Litigation Hold. Please be advised that, depending upon the nature of the matter of which this Firm is representing you, the applicable law, and other factors, you may have the obligation to preserve evidence. Pending any further advice that may apply to the specifics of the matter on which this Firm has been retained, please be advised of the following:

Once a party reasonably anticipates litigation, it must suspend its routine document retention/destruction policy and put in place a "litigation hold" to ensure the preservation of relevant documents. A party has a duty to preserve relevant information when that party should have known that the evidence may be relevant to future litigation. This duty also extends to the period before litigation when a party reasonably should know that the evidence may be relevant to anticipated litigation. The preservation duty includes issues of compliance, monitoring, enforcement, supervision, review, modification, and (eventual) suspension of the litigation hold (and/or, if applicable, the preservation order). This duty does not attach only to the party and its employees, officers, partners, and directors, but also to certain other related entities and personnel, including, potentially, agents, contractors, attorneys, accountants, auditors, affiliates, divisions, subdivisions, parents, and subsidiaries.

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The preservation duty extends beyond tangible evidence and includes electronically stored information ("ESI") such as emails; word documents; scanned documents; text messages; and other forms and types of information held, stored, and/or maintained electronically; including without limitation its "metadata" (that is, data about data) which (regardless of whether or not hidden from the normal creators, viewers, or recipients) provides information regarding ESI including without limitation the identity of blind-carbon recipients of emails, the date and/or author of documents, the number of document versions, and hidden messages or formulas, redline/blackline document comparisons; and including without limitation "hash values" which indicate any changes to or deletion of metadata. ESI should be preserved in its "native" format, that is, with its associated file structure defined by the application used to create the document (for example, an email message as created and decoded by the appropriate email application such as Outlook or Google, or a word-processing document created and decoded by Microsoft Word).

4. Attorneys and Staff. I will be the attorney at the Firm primarily responsible for addressing and providing Client's legal issues and needs. Where it is to your advantage to do so, I may also utilize the services of other lawyers or paralegals within the Firm, attempting, of course, to assign work in such a way as to maximize the effectiveness of our services while minimizing your legal expenses. The Client authorizes the Firm to consult with lawyers outside of the Firm to assist with your matter as I deem advisable, with prior notice and approval by you. If other lawyers work on your matter, their fees and charges will be passed through to you without markup. If the work of other lawyers is substantial, you will be asked to hire them directly.

5. Fees for Service. The Firm's legal services are generally charged on an hourly basis. Each lawyer and legal assistant is assigned an hourly rate and records his or her time for each client and matter. The minimum time billed is six minutes (0.10 of an hour). The Firm reviews its billing rates from time to time and may make such changes as it considers necessary or appropriate including without limitation increasing the hourly fees; such adjustments will be reflected on your monthly bill. The fees that we will charge in this matter will be \$250.00 per hour for the Firm's attorneys, and \$125.00 per hour for the Firm's paralegals and law clerks. Specialty services will be billed at the rate of \$295.00 per hour for attorneys; specialty services include eminent domain, inverse condemnation and construction-related disputes and litigation.

Any estimates the Firm provides of anticipated fees, whether for budgeting purposes or otherwise, are necessarily only estimates, due to uncertainties involved, and are not maximum quotations. Actual fees will be determined as described above.

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6. Out-of-Pocket Costs and Disbursements. The Firm does not charge for routine in-house costs such as word processing, overhead or office administrative fees or costs, staff overtime, routine in-house copying and scanning, facsimile transmissions, telephone, internet or wireless charges, electronic research charges, mileage or travel time between the Firm's office and Client's offices or school sites, or standard U.S. first class local mail postage. The Firm may incur expenses, such as arbitration and mediation fees, fees for filing and recordation, third-party copy costs, court reporter, courier, overnight delivery, process server fees, transportation costs including parking, mileage at the IRS allowable reimbursement rate, transit or other travel-related costs, and other third-party costs. If travel outside the greater Bay Area is necessary, Client will be notified and agrees to pay transportation, lodging, and all other costs of out-of-town travel by the Firm's legal personnel. The Firm will reflect such charges on the Client's regular monthly invoice at the Firm's cost without markup.

Should the Firm's representation involve incurring other out-of-pocket expenditures, such as airfare and hotel accommodations, expert witness charges, consultant's fees, or other professionals necessary to aid in the Firm's representation etc., the Firm may require that the Client provide those sums to the Firm in advance or pay the supplier directly.

The Firm makes every effort to include out-of-pocket costs and disbursements in the invoice for the month in which the disbursements are incurred. However, some of these costs are not available to the Firm until the following months, in which case the charge will appear either in the following month's invoice or in a supplemental invoice.

7. Retainer. While it is the Firm's practice to request a retainer for new client engagements, the Firm will not be requesting a retainer at this time.

8. Monthly Invoices. It is the Firm's practice to send invoices on a monthly basis for services and disbursements during the previous month. The detail in the invoice will inform the Client of the nature and progress of work and of the fees and disbursements incurred on its behalf.

All invoices are due and payable upon receipt, but in any event no later than the last day of the month following the date of the invoice (the "Due Date"). If the Client fails to pay the invoice in full on or before 60 days after the date of invoice, the Firm may charge interest at the rate of 1.5% per month from the Due Date until the date when payment is made.

If the Client does not meet its obligation of timely payment, the Firm has the right to withdraw from our representation on that basis alone, subject to any required judicial approvals.

Board of Trustees
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If the Client has any questions regarding an invoice, the Client must raise such a question promptly. If it objects to only part of an invoice, it must pay the remainder. Such payment will not constitute a waiver of any question or objection the Client may have regarding the disputed portion of the invoice; however, the Firm's acceptance of such partial payment will also not constitute a waiver of the Firm's right to full payment or right to cease representing the Client. The Client's failure to make full and timely payment of all invoices shall be sufficient basis for the Firm to cease representation and, subject to any required judicial approvals, withdraw from representing the Client in any pending litigation or matter.

9. Ongoing Representation. In the event that we represent the Client in other matters in the future, the terms and conditions set forth in this letter will apply to those other matters.

10. Termination of Services. The Client has the right to terminate the Firm's representation at any time upon written notice. The Firm has the right to cease providing legal services upon the Client's consent or for good cause. Good cause includes the Client's breach of this agreement, the Client's refusal to cooperate with the Firm, the Client's failure to follow the Firm's advice on any material matter, the Client's failure to cooperate with any reasonable request by the Firm, the Client's failure to pay any invoice in full and in accordance with the terms set forth above, any breakdown in the attorney-client relationship, any circumstance set forth in this letter as a basis for termination, or any circumstance which the Firm determines would make its continued representation of the Client unlawful, unethical, or impractical. In addition, for good cause and subject to any required judicial approvals, the Firm has the right to withdraw from representing the Client in any pending litigation.

Upon cessation of the Firm's representation of the Client for any reason, all unpaid fees and costs for the Firm's legal services shall be paid within 90 days. If, upon such cessation, the Client does not request the return of its file, the Firm will take reasonable steps to retain the file for a period of seven years, after which time it may have the file destroyed. The work product produced in the course of the Firm's representation is and will remain the Firm's property.

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11. Document Retention and Destruction. Files in the Firm's possession relating to legal services performed by the Firm, excluding the Firm's internal work product such as notes and research or other documents not reasonably necessary to Client's representation, belong to Client. A copy of Client's file shall be available to Client upon specific written request. Once the Firm's representation is concluded, any original documents will be returned to Client. The Firm will typically scan and retain Client's files for a period of seven years after the matter is concluded, after which the Firm will return all such files to the Client upon termination of this agreement and before final payment. By signing this agreement, Client consents to the destruction of Client's files in accordance with this policy. If Client wants to retain a copy of the files, or inspect Client's files before making a decision as to whether to have them transferred to Client or destroyed, Client must make a written request before the destruction deadline and Client will be responsible for any fees charged by our offsite storage facility to inspect or retrieve files returned to Client. The destruction of files without a Client request for inspection or transfer will be at the Firm's expense.

12. Insurance. Rehon & Roberts maintains errors and omissions insurance coverage applicable to the services we will be rendering in this matter.

13. Entire Agreement. This letter contains our entire agreement concerning our representation and replaces and supersedes any prior statements or agreements. Any modifications or additions to this agreement must be set forth in a written agreement signed by the Firm and the Client to be enforceable.

14. California Law, Forum Selection, Jurisdiction and Venue. This agreement is governed by California law, and is being entered into and is to be performed in the County of Santa Clara, State of California. As such, any proceeding, whether litigation or arbitration, relating in any way to our representation or this agreement shall be brought only in the County of Santa Clara, State of California.

15. Severability. If any term of this agreement is determined to be invalid or ineffective for any reason, the remaining terms will remain in force and effect.

We look forward to representing the School District and thank you for looking to us for assistance. If you have any questions concerning the contents of this letter or any matter relating to the Firm's legal representation, please do not hesitate to call me directly.

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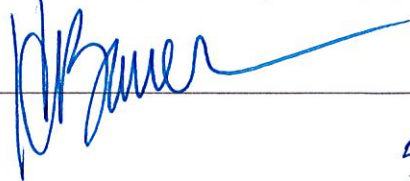
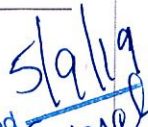
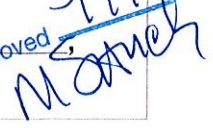
Sincerely,

REHON & ROBERTS
A Professional Corporation



Peter M. Rehon

THE FOREGOING IS AGREED TO:
Alum Rock Union Elementary School District

By: 
Its:
Approved by the Board on 
2019 
ARUESD
Board Approved