

SCHOOL AND COLLEGE LEGAL SERVICES of California

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A Joint Powers Authority serving school and
college districts throughout the state with offices in
Capitola, Eureka, Hayward, San Rafael and Santa Rosa

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November 8, 2007

To: Mike Calegari, Vice President/Deputy Superintendent
Ohlone Community College District
P.O. Box 3909
Fremont, CA 94539-0390

From: Alan S. Hersh, General Counsel

Subject: RETAINER AGREEMENT FOR LEGAL SERVICES

This letter invites the Ohlone Community College District to enter into a Retainer Agreement with School and College Legal Services of California effective July 1, 2007.

Since you are switching from a billable to a retainer status, we will be happy to give you credit for the billable hours you have already been billed for in July and August, and will include those hours in your retainer purchase. We will issue you the credit when we invoice you for your retainer.

By converting to the lower retainer rate of \$185.00 per hour, we are pleased to inform you that as of October 31, 2007, you have saved \$2,546.00 for the first quarter of this fiscal year.

I have enclosed two copies of a contract prepared for your District. Please select your retainer amount on the last page of the fee schedule. One copy of the contract should be signed and returned to us after the governing board has acted on it.

We are very pleased to have you as a retainer client. If you have any questions, please call me or Patty Walsh.

Enc.

Santa Rosa Office
Sonoma COE
(707) 524-2690
(707) 578-0517 Fax
santarosa@scsocal.org

San Rafael Office
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(415) 491-2260
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(510) 670-4135
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RETAINER AGREEMENT

BETWEEN

THE OHLONE COMMUNITY COLLEGE DISTRICT

AND

SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA

The OHLONE COMMUNITY COLLEGE DISTRICT (DISTRICT) and SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA (a legal service program operating under a Joint Powers Agreement pursuant to California Government Code sections 6500 et seq.) (COUNSEL), mutually agree as follows:

I.
RECITALS

This agreement, effective July 1, 2007, is entered into by and between the DISTRICT and SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA, a legal services program operating under a Joint Powers Agreement pursuant to California Government Code sections 6500 et seq.

COUNSEL has the background, experience, and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this agreement.

II.
WORK TO BE PERFORMED

COUNSEL shall provide legal and labor relations services as requested by the DISTRICT.

COUNSEL shall have the right to retain court reporters, professional experts, and other independent contractors as appropriate and to recommend to DISTRICT the employment and association of outside legal counsel in cases and matters that singly or cumulatively require an inordinate amount of time or which require, in the opinion of COUNSEL, specialized legal services and expertise. In the event DISTRICT fails to approve the employment of such outside counsel, legal counsel reserves the right to terminate its representation of DISTRICT on the specific case or matter involved.

COUNSEL shall decline any assignment which would result in a conflict of interest or violations of professional ethical standards.

III.
COMPENSATION

The DISTRICT shall compensate COUNSEL for all time spent on DISTRICT's work, including necessary travel time, at the rates specified in the attached Fee Schedule. Such rates may be changed by COUNSEL no earlier than July 1, 2008, provided, however, that COUNSEL shall first give DISTRICT at least thirty (30) days advance written notice of such change.

Time will be accounted for in an initial minimum increment of .2 hour per entry (i.e., 12-minute minimum). This reflects the time it takes to respond to and record the

nature of short-term assignments. After the initial minimum of .2, all assignments will be recorded in increments of one-tenth of an hour.

IV.
TERM OF AGREEMENT

This agreement, effective July 1, 2007, is ongoing and may be modified by mutual written agreement of the parties. This agreement may be terminated by either party at any time upon thirty (30) days written notice.

V.
MISCELLANEOUS

DISTRICT shall be deemed a participating member of School and College Legal Services of California, a joint powers agency. As a participating member the DISTRICT is entitled to receive legal and collective bargaining services but the DISTRICT shall not have any obligation for the financial support of COUNSEL and shall not be responsible for its liabilities.

**School And College Legal
Services Of California**

Ohlone Community College District

By: 
Alan S. Hersh, General Counsel

By: 
Superintendent or Designee

Dated: 11/9/07

Dated: 11-26-07

[NOTE: You must also designate the retainer amount and sign the attached fee schedule.]

**SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA
RETAINER SCHEDULE**

Effective July 1, 2007

Attorney Retainer Hours of Service	Retainer¹
<u>Examples:</u>	
12 (minimum level)	\$ 2,220.00
28	5,180.00
56	10,360.00
112	20,720.00
167	30,895.00
200	37,000.00

Districts that wish to contract for a lesser or greater number of hours than that set forth above may do so by calculating a retainer based on the \$185.00 per hour rate and making that change in the fee schedule.

Included within the retainer fee are all of the workshops, newsletters, legislative reports, and all other work we do for all clients. We do, however, charge a fee not to exceed the actual costs for facilities, meals and copy fees for materials provided at workshops.

The retainer amounts set forth above are based on a rate of \$185.00 per hour for all attorney time. Retainer work done by a paralegal/paraprofessional will be billed at \$100.00 per hour and work done by a law clerk will be billed at \$80.00 per hour and both will count against the retainer.

No additional fee is charged for mileage, meals or lodging while traveling to or from your district. No additional fee for secretarial time, nor for the cost of photocopies, telephone calls, or "facsimile" transmissions to or from your district. No postage charges for regular mail, no "administrative fee", and no Westlaw costs.

Mandated costs services are based on a rate of \$185.00 per hour and do not count against the retainer, unless you specifically indicate that it be included.

Litigation services are based on a rate of \$195.00 per hour and also do not count against the retainer.

¹ Please designate on next page.

**SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA
FEE SCHEDULE**

Effective July 1, 2007

Retainer Contract Clients

All Attorneys	\$185.00 per hour
Excess Hours over Retainer	\$195.00 per hour
Litigation	\$195.00 per hour
Mandated Services	\$185.00 per hour
Paralegal/Paraprofessional	\$100.00 per hour
Law Clerk	\$ 80.00 per hour

Billable Contract Clients

All Attorneys/Bargaining Specialist	\$205.00 per hour
Litigation	\$205.00 per hour
Paralegal/Paraprofessional	\$100.00 per hour
Law Clerk	\$ 80.00 per hour

SELECTION OF RETAINER AMOUNT


Effective July 1, 2007

The Ohlone Community College District hereby selects the following annual retainer amount effective July 1, 2007:

\$ 64,750 for 350 hours of service.

- I want mandated services charged against this amount.
- I do not want mandated services charged against this amount and instead want to be separately billed for such services.

A purchase order, check or warrant for this amount is enclosed or will be delivered to School and College Legal Services of California within 30 days of the date this agreement is signed by the District representative.

By: 
Superintendent or Designee

Date: 11-26-07