

**SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION**

**Special Meeting
December 14, 2015**

**Santa Maria Joint Union High School District
2560 Skyway Drive, Santa Maria, California 93455**

2:00 p.m. – General Session

*The Santa Maria Joint Union High School District mission is,
“We prepare all learners to become productive citizens and college and/or career ready by
providing challenging learning experiences and establishing high expectations for achievement.”*

Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the District can be inspected at the above address during normal business hours.

Individuals who require special accommodation including, but not limited to, American Sign Language Interpreter, accessible seating or documentation in accessible formats should contact the superintendent or designee within a reasonable amount of time before the meeting date.

I. OPEN SESSION

A. Call to Order/Flag Salute

II. ITEMS SCHEDULED FOR ACTION

A. General

1. Approval of Agreement for Legal Services with Dannis Woliver Kelley (DWK)

The District Administration requests approval of the Agreement for Legal Services with Dannis Woliver Kelly as presented in Appendix A.

Resource Person: Yolanda Ortiz, Asst. Sup't. of Business Services

***** IT IS RECOMMENDED THAT** the Board of Education approve the Agreement for Legal Services with Dannis Woliver Kelley.

Moved _____

Second _____

Vote _____

III. ITEMS NOT ON THE AGENDA

Note: The law generally prohibits the Board from discussing items not on the agenda. Under limited circumstances, the Board may discuss and act on items not on the agenda if they involve an emergency affecting safety of persons or property, or a work stoppage, or if the need to act came to the attention of the District too late to include on the posted agenda.

IV. NEXT MEETING DATE

Unless otherwise announced, the next regular meeting of the Board of Education will be held on January 12, 2016. Closed session begins at 5:30 p.m. Open session begins at 6:30 p.m. The meeting will be held at the District Support Services Center.

V. FUTURE REGULAR BOARD MEETINGS FOR 2016

January 12, 2016
February 9, 2016
March 8, 2016
April 12, 2016

May 10, 2016
June 14, 2016
June 21, 2016
July 12, 2016
August 2, 2016

September 13, 2016
October 11, 2016
November 8, 2016
December 13, 2016

VI. ADJOURN

SPECIAL MEETING
December 14, 2015

APPENDIX A
2015-2016

AGREEMENT FOR LEGAL SERVICES WITH
DANNIS WOLIVER KELLEY (DWK)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 15th day of December, 2015, by and between the Santa Maria Joint Union High School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

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

District appoints Attorney to represent, advise, and counsel it from December 15, 2015, through and including June 30, 2016, 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. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

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

Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred ten dollars (\$310) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred twenty-five dollars (\$225) per hour for associates; and one hundred twenty dollars (\$120) to one hundred forty dollars (\$140) per hour for paralegals and law clerks. The rate for Gregory J. Dannis will be three hundred thirty-five dollars (\$335) per hour. Attorneys who previously performed services to the District through KMTG will be billed at each's December 2015 rate until December 31, 2016.

Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

District further agrees to reimburse Attorney 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. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. All costs passed through to District shall be billed at Attorney's actual cost.

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 Attorney, Attorney may pay for such costs and expenses and District shall advance costs and expenses to Attorney.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

It is expressly understood and agreed to by both parties that Attorney, 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.

Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney 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 Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

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

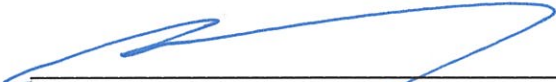
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

Santa Maria Joint Union High School District

Dr. Mark Richardson, Superintendent

Date

DANNIS WOLIVER KELLEY



Mark W. Kelley, Attorney at Law

12/8/15
Date

DANNIS WOLIVER KELLEY



Christian M. Keiner, Attorney at Law

12/8/15
Date

At its public meeting of _____, 2015, the Board approved this Agreement and authorized the Board president, Superintendent or Designee to execute this Agreement.