



CSBA DISTRICT SERVICES CORPORATION  
CSBA DISTRICT AND COUNTY OFFICE OF EDUCATION  
LEGAL SERVICES

SUBSCRIPTION SERVICE & ATTORNEY-CLIENT FEE AGREEMENT  
February 14, 2023

**I. SUBSCRIPTION SERVICE**

This section is the agreement under which CSBA District Services Corporation – CSBA District and County Office Legal Services Program (“CSBA Legal Services”) will provide a subscription service to Cambrian School District (“Client” or “You”).

1. **SCOPE OF SERVICES.** The Client’s subscription will include access to and use of CSBA Legal Services’ secured website database which contains a variety of legal resources and materials, which may include, but not be limited to, periodic legal publications relating to cases and legislation affecting public education, webcasts, legal guidance briefs, a searchable database of all publicly available collective bargaining agreements and salary schedules from around the State, and more.

The subscription scope of services does not include legal counsel, advice or representation, but such legal services are provided specifically through the Attorney-Client Fee Agreement set forth in Section II, *et seq.*

2. **SUBSCRIPTION FEE.** Client agrees to pay CSBA Legal Services an annual subscription fee as described in the Rate and Fee Schedule, which is incorporated into this Agreement, as consideration for access to CSBA’s Legal Services’ subscription service. The terms of this service shall continue on an annual basis until cancelled by either party pursuant to the terms of this agreement. Annual subscriptions will begin every July 1<sup>st</sup> through June 30<sup>th</sup> of the following year. Pro-rating may apply for agreements entered into after December 31<sup>st</sup>. The subscription service will be offered each year through an annual invoice. The subscription service enables CSBA Legal Services to maintain and provide a comprehensive database to CSBA Legal Services clients for independent research.

Your subscription fee will be due upon execution of this Agreement.

The subscription fee is not pre-payment for legal counsel, advice or representation that may be provided by CSBA Legal Services. The terms and conditions of an agreement for provision of legal services are set forth below in Section II, *et seq.*

**By initialing below, Client confirms that Client has read, understood, and agreed the subscription fee is not pre-payment for legal advice or legal services.**

**Cambrian School District**  
**Initials By:**

**II. LEGAL SERVICES**

This section is the attorney-client fee agreement under which CSBA Legal Services will provide legal services to “Client”.

**1. SCOPE OF SERVICE TO ENTITY.** In addition to the Subscription Service described above, Client is hiring CSBA Legal Services to provide Client legal counseling and advice regarding issues that affect the general and common interests and/or expressive and associational rights of California public school districts. CSBA will counsel and advise Client regarding common issues that arise in the administration of public schools which touch upon important educational public policies. CSBA will not, under the terms of this agreement, represent Client in litigation or in any administrative proceeding. Any additional representation or services outside of general legal counseling and advice may only be provided upon mutual execution of a separate fee agreement between the parties. Seminars and in-house trainings regarding various areas of education may be provided pursuant to a separate fee agreement.

CSBA Legal Services represents the entity defined as Client, above. CSBA Legal Services does not represent any individual board member or employee of the Client. School boards may only act as a “whole,” or by majority rule. No individual board member has authority to bind the school district independent of the decisions of a majority of the board. In the course of CSBA Legal Services’ representation of Client, CSBA Legal Services will communicate and deal with the Board President and/or Superintendent or their designees, as designated or assigned by the majority board. Communications and dealings between CSBA Legal Services’ and Client’s designees does not make Client’s designees the client.

**2. CONFLICT OF INTERESTS DISCLOSURE AND WAIVER.** CSBA Legal Services is likely to enter into Attorney-Client Fee Agreements with other public school districts or county offices of education (“public entities”) during its representation of Client. CSBA Legal Services does not believe its current representation of Client or other public entities creates a potential or actual conflict of interests because Client and the other public entities share the same general and common interests and/or expressive and associational rights, that arise in the administration of public schools which touch upon important educational public policies.

CSBA Legal Services agrees not to represent a School District or County Office of Education with an interest materially and directly adverse to Client in any matter which is substantially related to CSBA’s Legal representation of Client and where there is a reasonable probability that confidential information Client provides to CSBA Legal Services could be used to Client’s disadvantage. Client further agrees that subject to these exceptions, CSBA Legal Services’ representation of Client will not prevent or disqualify CSBA Legal Services from representing, counseling and advising other School Districts who may be adverse to Client and Client consents in advance to CSBA Legal Services’ representation of such other School Districts or County Offices of Education.

At this time, CSBA Legal Services knows of no such representations of potential or actual conflicts.

CSBA Legal Services encourages Client to seek independent counsel regarding the import of this consent.

**By initialing below, Client confirms that Client has read, understood and agreed to the provisions contained in this paragraph 2.**

**Cambrian School District**

**Initials By:**

**3. CLIENT’S DUTIES.** Client agrees to be truthful with CSBA Legal Services, cooperate, keep CSBA Legal Services informed of developments, abide by this Agreement, pay CSBA Legal Services’ bills as provided below.

**4. CONFIDENTIALITY.** It is in Client’s best interest to preserve the confidentiality of all communications between the parties. Client’s ability to protect the confidentiality of those communications may be jeopardized if Client discloses their contents to third parties.

5. **LEGAL FEES AND BILLING PRACTICES.**

a. **Responsible Party.** By engaging CSBA Legal Services, Client acknowledges and agrees that Cambrian School District is responsible for payment of fees, costs, and other charges, as set forth in this Agreement. Client agrees that the individual signing this agreement has the authority to sign on behalf of Client and bound Client to the terms of this agreement. Client's Governing Board will approve this agreement during a duly authorized board meeting.

b. **Rates.** Client agrees to pay CSBA Legal Services at its hourly rates, when billed. CSBA Legal Services' current hourly rates are set forth on the attached Rate and Fee Schedule, which is incorporated into this Agreement. The hourly rates for all CSBA Legal Services personnel working on your matters will be stated in CSBA Legal Services' billing statements. CSBA Legal Services may change the rates at which it provides services to Client under this Agreement with ninety days (90) written notice to Client. In that event, CSBA Legal Services will notify Client of the new Rate and Fee Schedule and its effective date. No estimate of fees for any matter or task shall bind us, except only if and to the extent that the parties specifically and expressly agree in writing to be bound thereby.

c. **Specific Charges.** CSBA Legal Services charges a lower hourly rate for travel time as set forth on the Rate and Fee Schedule. If more than one of the legal personnel is required to attend a meeting each will charge for the time spent.

d. **Costs.** CSBA Legal will incur various costs and expenses in performing legal services under this Agreement, which Client agrees to pay. Costs and expenses commonly include use of third-party vendors or travel expenses. Some of the costs and expenses incur that are charged as disbursements to Client, as well as specifically excluded costs are set forth in the Rate and Fee Schedule. Other costs or expenses charged are determined by the vendor of the service, and the rates charged by vendors vary. On matters requiring sizable disbursements for third party vendors or services, CSBA Legal Services may ask Client to advance such disbursements or Client will be billed directly by third party vendor or service provider.

6. **BILLING.** CSBA Legal Services will send Client a monthly invoice detailing the time CSBA Legal Services has spent providing services to Client as well as the fees and costs incurred. Each invoice will be due upon receipt. If Client has any questions or comments regarding any invoice or dispute any aspect of any invoice, Client agrees to notify CSBA Legal Services promptly in writing so that both parties may resolve the matter expeditiously. Client has the right to have any fee dispute arbitrated in accordance with the California Business and Professions Code. CSBA Legal Services agrees that it will not seek payment from Client for the first three (3) hours of legal services provided in the first year of Client's Subscription Service. Client's invoice will reflect these hours as "No Charge."

7. **DISCHARGE AND WITHDRAWAL.** Client may discharge CSBA Legal Services at any time. CSBA Legal Services may withdraw from representing Client with Client's consent or for good cause. When CSBA Legal Services' services conclude, all unpaid charges will immediately become due and payable. After CSBA Legal Services' services conclude, CSBA Legal Services will, upon Client's request, deliver Client's file (excluding attorney work product material) to Client as provided by California law.

8. **MAINTENANCE OF INSURANCE.** CSBA Legal Services informs Client that during the term of this Agreement, CSBA Legal Services shall maintain liability and errors and omissions insurance.

9. **ALTERNATIVE DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and CSBA Legal Services agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between

Client and Attorney. Each Party shall bear its own attorney fees and costs. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration unless the other Party refuses to cooperate in the setting of mediation.

**b. Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

**c. Arbitration.** If the dispute is not resolved through mediation, the parties may mutually agree to resolve their dispute through binding arbitration. Either Party may make a written request to the other for arbitration. If the other party does agree to arbitration within ten (10) days, the request shall be deemed denied.

**d. Effect of Termination.** The terms of this section (section II.9(a)-(d)) shall survive the termination of the Agreement.

### III. ADDITIONAL PROVISIONS

**1. EFFECTIVE DATE.** The above date is for reference only. This Agreement will not take effect, and CSBA Legal Services will have no obligation to provide services, until Client returns a signed copy of this Agreement. The Agreement's effective date, however, will be retroactive to the date CSBA Legal Services first provided subscription and/or legal services.

**2. DISCLAIMER OF GUARANTEE.** Nothing in this Agreement, and nothing in CSBA Legal Services' statements or advice to Client will be construed as a promise or guarantee of a particular result, or the outcome of Client's matter. Nothing in this Agreement or any of the materials to which you will have access as a result of entering into the CSBA Legal Services' subscription service will be construed as a promise or guarantee of a particular result. CSBA Legal Services makes no such promises, guarantees, representations or warranties concerning the effectiveness of the material you may access and choose to use as part of your subscription service.

**3. ENTIRE AGREEMENT.** This Agreement is the entire Agreement between CSBA Legal Services and Client for subscription and legal services and supersedes all prior or contemporaneous negotiations, correspondence, understandings, and agreements between the parties, regarding the subject matters of this Agreement.

**4. INDEPENDENT COUNSEL.** Client understands its right to obtain, at its own expense, independent legal counsel regarding this Agreement or any aspect of this matter. Client's signature below indicates that it either sought such advice or waives its right to do so.

**5. COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart shall constitute a binding agreement upon each and all of the undersigned.

**6. AMENDMENTS.** Neither this Agreement nor the application of any provision of this Agreement shall be amended or modified in any respect whatsoever except by an instrument in writing duly executed by the parties.

**7. GOVERNING LAW.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.

**8. JURISDICTION AND VENUE.** Jurisdiction and venue in the event of any litigation or action commenced by one party against the other, shall be only in a California state court having subject matter jurisdiction located in Yolo County, California. Each party hereby expressly consents to the personal jurisdiction of and in the venue of the foregoing courts.

**SO AGREED:**

By signing below, Client acknowledges it has read and understood the terms of this Agreement, including those set forth in Section II, paragraph 2 regarding conflicts, Section III, paragraph 4 regarding right to seek independent counsel, and those set forth on the attached Rate and Fee Schedule and agree to them.

WHEREFORE, the parties to this Agreement, through their duly authorized representatives, have signed this agreement on the date(s) which appear below:

Dated: Cambrian School District

By: \_\_\_\_\_  
Kristi Schwiebert  
Superintendent

CSBA DISTRICT AND COUNTY OFFICE OF  
EDUCATION LEGAL SERVICES

Dated: By: \_\_\_\_\_  
Robert J. Tuerck  
Chief Legal Counsel

At its public meeting on \_\_\_\_\_, the Board approved this Agreement and authorized the above identified Board Member, Superintendent or designee to execute this Agreement.

## RATE AND FEE SCHEDULE

**Client(s):** Cambrian School District

**Annual Subscription Fee:**

July 1, 2022 – June 30, 2023

10% of Client's CSBA annual membership dues for the applicable year

**Hourly Rates:**

Legal Services Attorneys: \$200

Attorney Travel: \$100

Paralegal: \$100

Hourly rates will be charged in minimum units of 0.2 hours.

**Costs And Expenses:**

Mileage: IRS allowed mileage rate

Third Party Vendors (Lodging, Messenger Services, Investigator, etc.) Actual Cost

Paralegal: \$100

Copying, facsimile, fees for on-line research tools like Westlaw or Lexis/Nexis, long-distance calls will not be charged to Client.