

MT. DIABLO UNIFIED SCHOOL DISTRICT

Professional Services Agreement for Legal Services

This Agreement ("Agreement"), made and entered into by the Mt. Diablo Unified School District ("District") and Fisher & Phillips, LLP ("District legal counsel"), governs legal services provided on an "as needed" basis for the period stated below.

1. Conditions

This Agreement is subject to approval by the District Governing Board ("Board"). The District is not obligated to perform under this Agreement unless and until the Agreement is either approved or ratified by the Board.

2. Scope of Services

This Agreement with District legal counsel is to provide general legal services on behalf of the District on an "as-needed" and non-exclusive basis. The District hires District legal counsel to represent their interests in connection with any matter against the District, and to advise the District on issues when requested. District legal counsel shall take any and all reasonable steps to keep the District informed of progress and to respond to the District's related inquiries. District agrees to cooperate with District legal counsel, to keep the firm informed of all material information and developments, and to pay District legal counsel's invoices in a timely manner, unless unusual circumstances occur. District legal counsel shall provide counsel, opinions, memoranda, and direction on general legal issues to the District Administration and Board, as requested by the Board President, the Superintendent, or the Associate General Counsel, as appropriate. District legal counsel owes primary professional responsibility to the Board.

3. Legal Service Fees

The District agrees to compensate District legal counsel pursuant to the terms and conditions set forth in the *Engagement Letter*.

4. Provision of Legal Services

District legal counsel shall provide legal services subject to and in adherence with the District's *Case Management and Billing Standards*. The *Case Management and Billing Standards* are incorporated in this Agreement by reference. District legal counsel may negotiate exceptions to the *Case Management and Billing Standards* under unique and/or exigent circumstances. Any exceptions to the *Case Management and Billing Standards* must be set forth in writing and approved by the District Associate General Counsel. Unless otherwise agreed upon, the provisions of the *Case Management and Billing Standards* shall supersede any conflicting or contrary terms.

5. Term

This Agreement is to remain in full force and effect from June 14, 2021 through June 30, 2024. Services under this Agreement may be extended or modified by mutual agreement if reduced to writing.

6. **Termination and Withdrawal**

Is expressly understood that if District legal counsel or the District fails to perform its obligations under this Agreement, this Agreement shall be terminated and all of District legal counsel's and the District's rights hereunder ended. Termination shall be upon ten (10) days written notice to the defaulting party. By such termination or discharge neither party may nullify obligations already incurred for the performance or failure to perform prior to the date of termination or discharge. However, should District legal counsel elect to terminate the agreement District legal counsel shall continue representation until such a time the District not be prejudiced by the termination or withdrawal.

It is further understood that the District may terminate this Agreement without cause at any time by giving District legal counsel thirty (30) days written notice of such termination. Also, the District reserves the right to terminate and replace District legal counsel on any specific matter at any time without notice. By such termination or discharge neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination or discharge. However, should District legal counsel elect to terminate the Agreement, District legal counsel shall continue representation until such a time the District cannot be prejudiced by the termination or withdrawal.

7. **Indemnification**

With respect to professional services to be provided under this Agreement, District legal counsel shall indemnify and hold harmless the District, its agents and employees from and against any and all actions, claims, damages and losses, including attorney's fees that may arise out of District legal counsel's negligent acts, errors or omissions.

9. **Independent Contractor Status**

District legal counsel and its agents and employees are independent contractors performing professional services for the District and are not District employees.

10. **Assignment**

District legal counsel shall not assign or transfer any interest in this Agreement or sign any claims for money due or to become due under this Agreement without prior written approval of District Associate General Counsel.

11. **Records and Audit**

District legal counsel shall maintain detailed time and expense records which indicate the date, time and nature of the services rendered to the District, or expenses incurred on behalf of the District, and the District has the right to secure, review and audit billings and records before and after payment. Payment under this Agreement shall not foreclose the District's right to recover excessive or illegal payments. District legal counsel shall maintain such records for a period of at least three (3) years following termination of this agreement.

12. **Product of Services**

All work-product generated on behalf of the District under the terms and conditions of this Agreement shall become the property of the District and shall be delivered to District upon request. Nothing produced, in whole or in part, by District legal counsel under this agreement shall be subject to an application for copyright without prior written approval of District Associate General Counsel.

However, District legal counsel may retain and use copies for reference in this documentation of its experience and capabilities.

It is further understood that any interest of District legal counsel in studies, reports, memoranda, computation sheets or other documents prepared by District legal counsel in connection with services to be performed under this agreement shall become the property of and will be transmitted to the District upon request.

13. Insurance

District legal counsel agrees to maintain insurance coverage for commercial general liability no less than \$2,000,000.00 for each occurrence, automobile liability no less than \$2,000,000.00 combined single limit, and professional liability no less than \$1,000,000.00 for claims arising from acts or omissions of the District legal counsel in performing services under this agreement. A copy of the Certificate of Insurance is to be provided with this signed agreement.

14. Applicable Law and Venue

This agreement shall be governed by the laws of the State of California and the venue for all litigation relative to this Agreement shall be in Contra Costa County.

15. Severability

If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and effect in such term or provision shall be deemed stricken.

IN WITNESS THEREOF, the parties have executed this agreement.

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

Fisher & Phillips, LLC
1075 Peachtree St. NE, Suite 3500
Atlanta, GA 30309

By: _____
Dr. John Rubio

Title: Chief, Human Resources

Date: _____

By: _____
Jeffrey D. Winchester

Title: Attorney at Law

Date: _____

Educator Excellence and Equity Division
Exchange Visitor Program (EVP)
Program Extension Payment Request

To request a program extension, please complete this form and attach a copy of the requesting school district/charter school's Letter(s) of Interest to the U.S. Department of State requesting the extension of the EVP teacher(s) named below. Attach also a check payment in the amount of \$367.00 per teacher. The check is to be made payable to the California Department of Education (CDE) and must contain the notation "EVP-Index 0590/PCA 02969."

Mail the request form, the Letter(s) of Interest, and the check payment directly to the CDE Cashier Office at the following address:

California Department of Education
Cashier Office
P.O. Box 515006
Sacramento, CA 95851-5006

Also email a copy of the request form, the Letter(s) of Interest, and the check payment to sgutierrez@cde.ca.gov.

School District/Charter School: Mt. Diablo Unified School District

Name of Responsible District/School Official: Dr. John Rubio

Telephone Number: 925-682-8000 ext. 4127

E-mail Address: Rubioj@mdusd.org

Teacher Full Name: Carmen Mariola García Palacin

Payment Amount: \$367.00

Teacher Full Name: [Click here to enter text.](#)

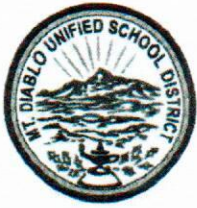
Payment Amount: [Click here to enter text.](#)

Teacher Full Name: [Click here to enter text.](#)

Payment Amount: [Click here to enter text.](#)

Check Total: \$367.00

Check Number: [Click here to enter text.](#)



MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES W. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94519-1358
(925) 682-8000

Human Resources

U.S. Department of State

May 25, 2021

To whom it may concern:

It is a pleasure to write this letter requesting a program extension of the J-1 visa for Mrs. Carmen Mariola García Palacín. I am happy to outline her work and her many contributions to the Dual Language Program at Cambridge Elementary School and its community.

Mrs. Garcia Palacin has been successfully working at Cambridge Elementary for the past five years. She has taught 3rd grade, Kindergarten and for the past two years, she has been teaching Transitional Kindergarten and Kindergarten. Our program is a 50/50 program, which means that students receive instruction for half of the day in English and half of the day in Spanish. The students need to master the grade level skills in both languages, and this requires an experienced, creative, collaborative, and critical thinker teacher. Mrs. Garcia Palacin exemplifies all these skills in her practice. Additionally, she has an excellent rapport and communication with the parents of her students and the school community at large. Furthermore, Mrs. Garcia Palacin infuses cultural activities that reinforce the student's culture and introduces them to the Spanish culture.

Mrs. Garcia Palacin is a life-long learner. She actively seeks feedback about her instructional practice and asks questions when she needs information to make instructional decisions that benefit children individually and the class as a whole. She actively participates in all professional development opportunities offered by the district. Additionally, she volunteers to participate in Dual Language Committees. Furthermore, she has been fulfilling all the requirements to clear her California Teaching Credential.

Mrs. Garcia Palacin works collaboratively with her grade level partners as well as the rest of the school teachers. At District meetings, she effectively collaborates and communicates with other Dual Language teachers. Therefore, she is a valuable member of Cambridge and our District.

We have been unable to find qualified Spanish Bilingual teachers for the 2021-2022 academic year despite recruiting efforts at Universities and through numerous postings in EdJoin. Therefore, we ask for an extension for Carmen Mariola Garcia Palacin. For the 2021-22 school year, she will remain at Cambridge Elementary. She has accepted the extension. We are hiring the mentioned exchange teacher for an additional year through a contract compliant with all regulations.

I appreciate your attention to my request,

Sincerely,

A handwritten signature in blue ink, appearing to read "John Rubio".

Dr. John Rubio
Executive Director of Human Resources
Mt. Diablo Unified School District



Mt. Diablo Unified School District
James W. Dent Education Center
1936 Carlotta Drive Concord, CA 94519

May 25, 2021

U.S. Department of State

To whom it may concern:

It is a pleasure to write this letter requesting a program extension of the J-1 visa for Ms. Noelia Galvez Fernandez. I am happy to outline her work and her many contributions to the Dual Language Program at Bel Air Elementary School and its community.

Ms. Noelia Galvez Fernandez has been successfully working in the United States for the past five years. She taught Spanish K-6 at Konoctai Unified School district for two years. The past three years she has been at MDUSD as a 3rd, 4th and 5th grade Dual Language Teacher. Our program is a 50/50 program which means that students receive instruction for half of the day in English and half of the day in Spanish. The students need to master the grade level skills in both languages, and this requires an experienced, creative, collaborative, and critical thinker teacher. Ms. Noelia Galvez Fernandez exemplifies all these skills in her practice. Additionally, she has an excellent rapport and communication with the parents of her students and the school community at large. Furthermore, Ms. Noelia Galvez Fernandez infuses cultural activities that reinforce the student's culture and introduces them to the Spanish culture.

Ms. Noelia Galvez Fernandez is a life-long learner. She actively seeks feedback about her instructional practice and asks questions when she needs information to make instructional decisions that benefit children individually and the class as a whole. She actively participates in all professional development opportunities offered by the district. Additionally, she volunteers to participate in Dual Language Committees. Furthermore, she has been fulfilling all the requirements to clear her California Teaching Credential.

Ms. Noelia Galvez Fernandez works collaboratively with her grade level partners, as well as the rest of the school teachers. At District meetings she effectively collaborates and communicates with other Dual Language teachers. Therefore, she is a valuable member of Bel Air Elementary School and our District.

We have been unable to find qualified Spanish Bilingual teachers for the 2021-2022 academic year despite recruiting efforts at Universities and through numerous postings in EdJoin. Therefore, we ask for an extension for Ms. Noelia Galvez Fernandez. For the 2021-22 school year she will remain at Bel Air Elementary. She has accepted the extension. We are hiring the mentioned exchange teacher for an additional year through a contract compliant with all regulations.

I appreciate your attention to my request,

Sincerely,

A handwritten signature in blue ink, appearing to read "John Rubio", with a long, sweeping flourish extending to the right.

Dr. John Rubio
Executive Director of Human Resources
Mt. Diablo Unified School District

Educator Excellence and Equity Division
Exchange Visitor Program (EVP)
Program Extension Payment Request

To request a program extension, please complete this form and attach a copy of the requesting school district/charter school's Letter(s) of Interest to the U.S. Department of State requesting the extension of the EVP teacher(s) named below. Attach also a check payment in the amount of \$367.00 per teacher. The check is to be made payable to the California Department of Education (CDE) and must contain the notation "EVP-Index 0590/PCA 02969."

Mail the request form, the Letter(s) of Interest, and the check payment directly to the CDE Cashier Office at the following address:

California Department of Education
Cashier Office
P.O. Box 515006
Sacramento, CA 95851-5006

Also email a copy of the request form, the Letter(s) of Interest, and the check payment to sgutierrez@cde.ca.gov.

School District/Charter School: Mt. Diablo Unified School District

Name of Responsible District/School Official: Dr. John Rubio

Telephone Number: 925-682-8000 ext. 4127

E-mail Address: Rubioj@mdusd.org

Teacher Full Name: Noelia Galvez Fernandez

Payment Amount: \$367.00

Teacher Full Name: Click here to enter text.

Payment Amount: Click here to enter text.

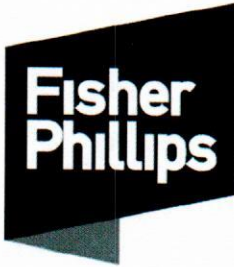
Teacher Full Name:

Payment Amount:

Check Total: \$367.00

Check Number: Click here to enter text

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION



Fisher & Phillips LLP
1201 Third Avenue
Suite 2750
Seattle, WA 98101
(206) 682-2308 Tel

www.fisherphillips.com

(Tax Identification No. 58-0619559)

April 16, 2021
Invoice Number: 1508207
Client Matter Number: 55362.0005

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

Attention: Carmen Garces
Director of English Learner Services
garcesc@mdusd.org

For services rendered through March 31, 2021:

GALVEZ FERNANDEZ, Noelia (H-1B CAP FY22)

FLAT FEE AGREEMENT \$2,500.00

CURRENT LEGAL FEES THIS INVOICE \$2,500.00

PAYMENT IS DUE UPON RECEIPT OF INVOICE

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

REMITTANCE SLIP

FISHER & PHILLIPS LLP

Secure Payment Portal

<https://pay.xpress-pay.com/?org=EFF703E25E9B4F9>

Wire/ACH Instructions

Account Name: Fisher & Phillips LLP Operating Account

Bank Name: SunTrust Bank, Atlanta, GA

Account Number: 1000016201021

Routing Number: 061000104

Swift Code: SNTRUS3A

Remit Address:

1075 Peachtree Street, NE

Suite 3500

Atlanta, GA 30309

(Tax Identification No. 58-0619559)

Client Number: 55362

Mt. Diablo Unified School District

1936 Carlotta Drive

Concord, CA 94519

CURRENT LEGAL FEES

<u>Date</u>	<u>Invoice No.</u>	<u>Balance Due</u>	<u>Amount Enclosed</u>
04/16/21	1508207	\$2,500.00	

PAYMENT IS DUE UPON RECEIPT OF INVOICE

Fisher & Phillips LLP

Atlanta • Baltimore • Bethesda • Boston • Charlotte • Chicago • Cleveland • Columbia • Columbus • Dallas • Denver • Detroit • Fort Lauderdale • Gulfport
Houston • Irvine • Kansas City • Las Vegas • Los Angeles • Louisville • Memphis • New Jersey • New Orleans • New York • Orlando • Philadelphia
Phoenix • Pittsburg • Portland • Sacramento • San Diego • San Francisco • Seattle • Tampa • Washington, DC