



**Placentia-Yorba Linda Unified School District
Board of Education Special Meeting Agenda**

Thursday, December 19, 2024 4:00 PM

District Educational Center
1301 E. Orangethorpe Ave.
Placentia, CA 92870

4:00 PM

Meetings are open to the public for individuals who wish to attend in person or participate in public comment.

1. CALL TO ORDER

A Special Meeting of the Board of Education of the Placentia-Yorba Linda Unified School District, called by Marilyn Anderson, President, in accordance with Government Code Section 54950 et. seq., and Education Code Section 35140 et seq., is to be held at 4:00 p.m., Thursday, December 19, 2024 at the District Educational Center, 1301 E. Orangethorpe Avenue, Placentia, CA.

2. SUBJECT OF THE CALL

1. Legal Services Agreement with Atkinson, Andelson, Loya, Ruud & Romo (AALRR)
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
4. PUBLIC EMPLOYEE
DISCIPLINE/DISMISSAL/SUSPENSION/RELEASE/
LEAVE/ASSIGNMENT/NONRELECTION/NONREAPPOINTMENT/
RESIGNATION/REINSTATEMENT PURSUANT TO GOVERNMENT
CODE 54957*
5. PUBLIC EMPLOYEE APPOINTMENT

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. ROLL CALL

5. APPROVAL OF AGENDA

Approve the December 19, 2024 Board of Education
Special Meeting Agenda.

6. PUBLIC COMMENT

An opportunity for the public to provide input to the Board of Education. Those wishing to speak about a specific agenda item may do so during the Public Comment segment.

7. ACTION ITEMS - GENERAL FUNCTIONS

Approve the agreement for legal services with Atkinson, Andelson, Loya, Ruud & Romo, effective December 19, 2024 through June 30, 2025.

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[AALRR Detail.pdf](#)  [2025 Placentia-Yorba Linda USD Agreement for Special Services\(52115409.1\).pdf](#) 

8. ADJOURN TO CLOSED SESSION

An opportunity for public comment is provided at this time. Comments at this time are limited to items on the closed session agenda only.

9. CLOSED SESSION

Adjourn to Closed Session at _____ for the purpose of discussing:

9.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9

One Case –McAlindin v. PYLUSD

9.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9

Two Potential Cases – Complaints Against Superintendent and Deputy Superintendent

9.3 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/SUSPENSION/ RELEASE/LEAVE/ASSIGNMENT/NONREELECTION/ NONREAPPOINTMENT/RESIGNATION/REINSTATEMENT PURSUANT TO GOVERNMENT CODE 54957*

*Note – Pursuant to Education Code section 35150, the Board of Education is prohibited from terminating the Superintendent or any Assistant Superintendent without cause at a Special Board meeting or within 30 days after the first convening of the governing board after an election at which one or more members of the governing board are elected or recalled.

9.4 PUBLIC EMPLOYEE APPOINTMENT

Position to be considered – Acting Superintendent (if necessary)

10. REGULAR SESSION

Reconvene to Regular Session at _____ p.m.

11. REPORT OUT OF CLOSED SESSION

12. ADJOURNMENT

Adjourn the December 19, 2024 Special Meeting of the Board of Education at _____.

**Placentia-Yorba Linda Unified School District
 Board of Education Special Meeting
 December 19, 2024**

LEGAL SERVICES, ATKINSON, ANDELSON, LOYA, RUUD AND ROMO

Atkinson, Andelson, Loya, Ruud & Romo (AALRR), Attorneys at Law, have provided legal services to the District intermittently since February of 2004. Since that time, the District has regularly relied on attorneys from Atkinson, Andelson, Loya, Ruud & Romo (AALRR) for legal services. The firm has provided excellent legal services in a variety of areas including: various construction and project-related issues; employee/employer relations; contract review, advice, and disputes; and interpretation of education codes.

The District is recommending the retention of Atkinson, Andelson, Loya, Ruud and Romo (AALRR) to provide legal services, effective December 19, 2024 through June 30, 2025.

The legal fees for AALRR will be as follows:

	12/19/24 – 6/30/25
Senior Partners	\$380
Partners/ Sr. Counsel	\$345
Sr. Associates	\$330
Associates	\$315
Paralegals/ Legal Assistants	\$180

Financial Impact

General Fund (0101) \$120,000

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the “Agreement”) is made this 19th day of December, 2024, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the “Law Firm,” and PLACENTIA-YORBA LINDA SCHOOL DISTRICT, hereinafter referred to as “District.”

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District’s behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be December 19, 2024, through June 30, 2025. For the period December 19, 2024, through June 30, 2025, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$380.00
Partners/Senior Counsel	\$345.00
Senior Associates	\$330.00
Associates	\$315.00
Electronic Technology Litigation Specialist	\$270.00
Non-Legal Consultants	\$240.00
Senior Paralegals/Law Clerks	\$190.00
Paralegals/Legal Assistants	\$180.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw, photocopies,

automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law

Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in 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.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, law enforcement/use of force, criminal/white collar, Title IX, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage for the District and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

X. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XI. DURATION

This Agreement shall be effective December 19, 2024, through June 30, 2025, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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XII. EXECUTION DATE

This Agreement is entered into this 19th day of December 2024.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
TODD M. ROBBINS

“District”

PLACENTIA-YORBA LINDA UNIFIED SCHOOL
DISTRICT

Dated: _____

By: _____
Name:
Title: