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LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT is effective July 1, 2020, by and between the Cajon Valley Union School District Personnel Commission ("Client") and the law firm of Adams Silva & McNally LLP ("Law Firm," together with Client, "Parties"). In consideration of the promises and the mutual agreements hereinafter contained, Client and Law Firm agree as follows:

1. Law Firm Services. Client hires Law Firm as its legal counsel with respect to matters the Client specifically refers to Law Firm. Law Firm shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. In addition to regular telephone, mail and other common business communication methods, Client authorizes Law Firm to use facsimile transmissions, cellular telephone calls and email, and other computer transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information. Client understands that Law Firm cannot guarantee any particular result, including the costs and expenses of representation.
2. Billing Practices. Law Firm agrees to bill Client in units of one tenth (.1) of an hour at the billing rates established in the attached rate schedule. Client agrees to pay actual transportation and other costs of required out-of-town travel by Law Firm personnel. Other third-party services, such as investigators, process servers, court reporter fees, legal research, and witness fees (including expert witness' fees) shall be charged to Client at the actual costs paid to the service provider by Law Firm or incurred on Client's behalf and shall not be subject to a fee multiplier, such as a processing or administrative fee. Law Firm does not maintain a financial

violation of any ethical rules. Upon discharge or withdrawal, Law Firm shall transition all outstanding legal work and services to others as Client shall direct.

5. Arbitration. The Parties agree all disputes that arise between Client and Law Firm shall be resolved through binding arbitration. In the case of a fee dispute, arbitration shall occur in accordance with the California State Bar rules for arbitration of disputes regarding attorneys' fees. The Parties waive their respective rights to a jury trial and an appeal. The terms of this provision shall survive the termination of this Agreement.

6. Severability. In the event any provision or portion of a provision in this Agreement is deemed unenforceable, the remainder of this Agreement and, if applicable, that provision, shall remain enforceable.

7. Client Responsibilities. Client agrees to cooperate with Law Firm, provide accurate information and documentation to Law Firm, and fully inform Law Firm of any developments that could affect Law Firm's representation of Client. Client agrees to attend all required appearances, such as hearings, and make its employees available to Law Firm as necessary for Law Firm to perform its services described under this Agreement.

8. Miscellaneous Provisions.

PROFESSIONAL RATE SCHEDULE
(Effective July 1, 2020, for the 2020-2021 School Year)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Law Firm by the following standard hourly rate:

Partner / Senior Counsel / Of Counsel	\$275-285 per hour
Associate	\$240-260 per hour
Paralegal/Law Clerk	\$140 per hour

CONFIDENTIALITY OF SERVICES OR WORK

All correspondence and dialogue between the parties, as well as documentation prepared by party in conjunction with services performed under this Agreement shall remain confidential

OWNERSHIP OF DOCUMENTS OR WORK

All documents prepared by Consultant pursuant to the scope of services of this Agreement shall be the property of the District. Consultant may use the content and form of such documents for other work performed by Consultant for other parties, so long as references to the District are only included upon express written consent of the District.

CONSULTANT & DISTRICT CONTACT NAMES & ADDRESSES

FOR THE CONSULTANT:

Eric J. Hall
President
Eric Hall & Associates LLC
5245 Avenida Encinas, Suite A
Carlsbad, CA 92008
760.602.9352
eric@ehanda.com

FOR THE DISTRICT:

Scott Buxbaum
Assistant Superintendent Business Services
Cajon Valley Union School District
750 E Main St.
El Cajon, CA 92020
619.588.3061
buxbaums@cajonvalley.net

TERMINATION

This Agreement may be terminated by either party with a thirty (30) day written notice. In the event that the Agreement is terminated prior to the completion of the work identified in Exhibit A, the Consultant shall be compensated for the work completed on a prorated basis.

INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, the Consultant is acting as an independent contractor and not as an officer, agent or employee of the District. The Consultant shall not be required to keep specific work hours, equipment or a specific office. The Consultant shall use independent means and methods for performing the tasks as identified in the scope of services.

HOLD HARMLESS

Consultant agrees to hold harmless, defend and to indemnify the District, its officers, agents and employees against all claims, demands and causes of action by Consultant, employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by the Consultant as identified in

Upon request by the District, the Consultant shall provide, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the District as an additional insured.

GOVERNING LAW/VENUE

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

COMPLIANCE WITH LAW

Consultant shall be subject to, and shall comply with, all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours and conditions of employment, including nondiscrimination.

FINAL APPROVAL

This Agreement is of no force or effect until approved by Board of Trustees of the District and executed by a District official delegated the responsibility by the Board.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understanding of the parties hereto and no prior

Cajon Valley Union School District
Job Class Description Review
Exhibit A

Scope of Services and Work Plan

Eric Hall & Associates has been asked by Cajon Valley Union School District to review and update the Administrative Assistant in Long Range Planning.

The following are the overall project goals:

- ¾ Recommendations as to content of job class description of position reviewed
- ¾ Draft update to job class description (as needed);
- ¾ Determine whether current job classification is appropriate for the position;
- ¾ Report findings in writing to the Personnel Commission.

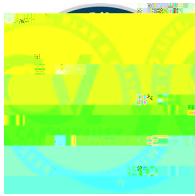
Cajon Valley Union School District
Job Description Review Project
Exhibit C (1 page)

	JOB CLASS TITLE	# Employees	# Interview Sessions
1	Administrative Assistant Long Range Planning	1	2

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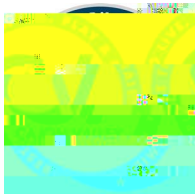
Introduction

In March 2020 the Cajon Valley Union School District (CVUSD) contracted with Eric Hall and Associates (EH&A) to provide a classification study of their School Office Manager (SOM) classification. Associate Ross Hessler with EH&A would conduct the study. The decision to seek the assistance of a consultant came as a result of a meeting of February 5, 2020.

Scope of Study

To accomplish the goals of the study, EH&A undertook the following tasks

- ¾ Conducted a preliminary meeting over Zoom on March 30, 2020. Attendance were several SOMs and principals along with Assistant Superintendent, Personnel Service Michelle Hayes and Counsel to the Personnel Commission Kerrie Mcr 0 64(1.04 Tf 108J ET Q q ET Qm)6(m)aH0 0 612 79

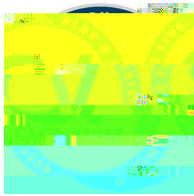


Report on the Classification Review of School Office Manager

-Bilingual) were presented in A W D F N F format to ensure the proposed changes stood out. The amount of editing done ended up being quite significant. Though much of it was done to clarify and note minor changes, there were more significant changes made also. These reflected gradual accretion of significant duties over the past nine years, when the last job description update was performed.

Both incumbents and principals were sent out copies of the job descriptions through email. A one week deadline, to May 13, was given to return proposed changes.

Feedback was received by seven incumbents and two principals. Messages from SOMs sometimes referred to discussions with others, so it appears that at least a few, to possibly many more SOMs were

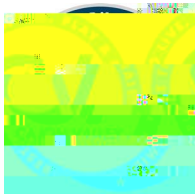


Salary Reallocation

The determination of an appropriate adjustment to the salary for this classification is moderated by the scope of the project. Looking at one class in isolation is difficult when attempting to maintain internal alignment between classes in the same job family, or similar group of job classes. The focus must be on the level of gradual accretion of higher level duties over time.

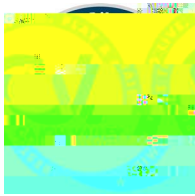
First, for comparison purposes, a brief review of salaries for SOMs in 14 other comparable districts in San Diego County is helpful. It shows that CVUSD is at the median height in the middle when looking at top step monthly pay.

In CVUSD, the SOM is part of the secretarial job family. The SOM currently is at range 26, with the SOM- Bilingual at range 28. The Administrative Assistant II (AAll) is also at the top of list at range 28, with Secretary at the bottom at range 21 (the ranges are approximately 2.5% apart). The amount of increase considered appropriate is either one or two ranges. A two range move would put the SOM class at the top of the group, equivalent to the AAll. By way of comparison, the job description for the AAll class is very similar to that of the SOM, but reports to a director, and has very similar minimum qualifications. Oftentimes, these two classes are very closely related, and it is not unusual to see them compensated at the same range. Consideration of the level of increase is tempered by the level of supervisors. Traditionally, a higher level administrator receives a higher level administrative support position. This would lend more support for just a one range increase, which could be supported also; however, it is thought that the changes in the position described above warrant putting the SOM at same level as AAll. The same two range increase for the bilingual SOM class is appropriate. The result is a recommended move for each class, to ranges 28 and 30, respectively. For reference purposes, the difference in the three ranges (on the 2009 salary schedule) from first to fifth step, are as follows: Range 26 \$3,810- \$4,642; Range 28 \$4,003- \$4,877; and Range 30 \$4,206- \$5,124.



Recommendations

1. Retitle the classification of School Office Manager to School Administrative Assistant.
2. Retitle the classification of School Office Manager Bilingual to School Administrative Assistant - Bilingual.
- 3.



Report on the Classification Review of
School Office Manager

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6 (c) Vacancies

Position Title:	Number of positions:	Hours and Sites:
Behavior Intervention Specialist	6	7.0-7.5 hours per day, Empower and Special Education
Bus Attendant	4	5.0 hours per day, Transportation
Campus Aide	16	1.50-2.0 hours per day Anza, Bostonia, Crest, Cajon Valley, Emerald, Greenfield, Lexington, Los Coches Creek, Montgomery, Naranca and WDHall
Campus Safety Lead	2	8.0 hours per day, Emerald and Hillsdale
Child Nutrition Worker I	9	2.5-3.5 hours per day, Child Nutrition Greenfield, Hillsdale, Meridian, Montgomery and WDHall
Custodial Crew Leader	1	8.0 hours per day, Maintenance
English language Development Assistant Bilingual (Arabic)	2	3.0 hours per day, Anza Preschool and Chase Preschool
English language Development Assistant Bilingual (Spanish)	5	2.0-7.0 hours per day, Johnson Preschool, Los Coches Creek, and Educational Services
Extended Day Program Aide	13	1.5-3.2 hours per day, Blossom Valley, Flying Hills, Hillsdale, Lexington, Meridian, Naranca, and Vista Grande
Extended Day Program Site Lead	1	4.2 hours per day, Los Coches
Health Care Specialist	2	7.5 hours per day, Health Services (Special Education)
Heavy Duty Mechanic	1	8.0 hours per day, Transportation
Instructional Assistant	1	2.0 hours per day, Meridian Preschool
Lead Heavy Duty Mechanic	1	8.0 hours per day, Transportation
Mental Health Clinician I/II	1	8.0 hours per day, Special Education
Occupational Therapist	2	8.0 hours per day, Special Education
Office Assistant II Bilingual (Spanish)	1	3.0 hours per day, Lexington
School Bus Driver I	1	5.0 hours per day, Transportation
Special Education Classroom Assistant / Trainee	21	3.5-6.5 hours per day, Anza, Cajon Valley, Emerald, Flying Hills, Fuerte, Greenfield, Hillsdale, Jamacha, Johnson, Madison, Magnolia, Naranca, Rancho San Diego, Seville, and WDHall.
Special Education Classroom Assistant / Trainee Bilingual (Arabic)	1	6.0 hours per day, Seville
Special Education Classroom Assistant / Trainee Bilingual (Spanish)	1	6.0 hours per day, Cajon Valley
Special Education Classroom Assistant / Trainee Bilingual (American Sign Language)	1	6.0 hours per day, Special Education
Transportation Operations Assistant	1	8.0 hours per day, Transportation

Position:	Type of Recruitment:	Expiration:
Accounting Assistant	Promotional /	Open September 2020
Accounting Assistant	Promotional /	Open August 2020
Administrative Assistant (Spanish)	Promotional /	Open September 2020
Administrative Assistant	Promotional /	Open November 2020
Alternative Learning Program Coordinator	Promotional /	Open October 2020
Assistant Buyer	Promotional /	Open February 2021
Behavior Interventionist	Promotional /	Open July 2020, August 2020, January 2021, March 2021
Bilingual Bilingual Interpreter (Spanish)	Promotional /	Open October 2020
Bus Attendant	Promotional /	Open November 2020
Campus Aide	Open	Open September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021
Campus Safety Lead	Promotional /	Open September 2020, January 2021
Child Nutrition Worker	Promotional /	Open June 2020, July 2020, August 2020, September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021
Community Liaison Bilingual (Arabic)	Promotional /	Open February 2021
Community Liaison Bilingual (Spanish)	Promotional /	Open February 2021
Computer Support Technician	Promotional /	Open
Director of Transportation	Promotional /	Open July 2020
District Receptionist	Promotional /	Open January 2021
Early Childhood Program Coordinator	Promotional /	Open August 2020, September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021
Extended Day Program Assistant	Promotional /	Open June 2020, July 2020, August 2020, September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021
Extended Day Program Assistant	Promotional /	Open June 2020, July 2020, August 2020, September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021
English Language Development Assistant (Arabic)	Promotional /	Open September 2020, October 2020, November 2020, December 2020, January 2021, February 2021, March 2021
English Language Development Assistant (Spanish)	Promotional /	Open February 2021
Executive Assistant	Promotional /	Open July 2020
Graphic Arts Technician	Promotional /	Open March 2021
Health Assistant	Promotional /	Open June 2020, January 2021
Health Assistant Bilingual (Spanish)	Promotional /	Open June 2020
Health Care Specialist	Promotional /	Open February 2021, March 2021
Heavy Duty Mechanic	Promotional /	Open November 2021
