

MCARTHUR & LEVIN, LLP
Attorneys at Law
637 North Santa Cruz Avenue
Los Gatos, CA 95030
(408) 741-2377 (Telephone)
(408) 741-2378 (Facsimile)

August 29, 2019

ATTORNEY-CLIENT FEE CONTRACT

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into at Los Gatos, California by and between Mountain View-Whisman School District ("Client"), and MCARTHUR & LEVIN, LLP, ATTORNEYS AT LAW ("Attorney").

1. **SCOPE AND DUTIES.** Client hires Attorneys to represent Client in special education matters under state and federal law. Attorney shall provide those legal services reasonably required to represent Client as matters are from time to time referred by Client to Attorneys, and shall take reasonable steps to keep Clients informed of progress and to respond to Clients' inquiries.

2. **TERM.** July 1, 2019 through June 30, 2020.

3. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Legal services that are not to be provided by Attorney under this agreement specifically include, but are not limited to, the following: matters not referred to Attorneys.

4. **COMPENSATION AND LEGAL FEES.** The amount Attorney will receive for attorneys' fees for the legal services to be provided under this agreement will be:

\$225.00 per hour for partner attorneys' fees, \$200.00 per hour for associated attorneys' fees, and \$145.00 per hour for paralegals' fees for the legal services provided under this agreement. Fees will be charged in increments of one-tenth of an hour, rounded off for each particular activity to the nearest tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

Client acknowledges that Attorney has made no promises about the total amount of attorneys' fees to be incurred by Client under this agreement.

Client understands that Attorney normally charges clients for all time spent on clients' matter(s), including, but not limited to, telephone calls, travel time, waiting time in court or at other proceedings, etc. In the event that Attorney increases his normal hourly rates for all clients, the attorney's fee rate relative to this matter shall also rise; however, Client will be given at least sixty (60) days' advance notice of any such general fee rate increase.

5. **COSTS AND EXPENSES.** In addition to the compensation set forth in paragraph 4 above, Client shall reimburse Attorney for all costs and expenses advanced by Attorney, including, but not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, messenger and other delivery fees, outgoing facsimiles at \$.025 per page, postage, in-office photocopying at \$0.20 per page, parking, mileage at the current Internal Revenue Service rate per mile, investigation expenses, consultants' fees, expert witness fees and other similar items.

Client authorizes Attorney to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in Attorney's judgment.

6. **DEPOSIT.** No deposit is required.

7. **STATEMENTS.** Attorney shall send Clients periodic statements for fees and costs incurred. Clients may request a statement at intervals of no less than 30 days. Upon Clients' request, Attorney will provide a statement within 10 days. Upon Attorney's request, Clients shall review, acknowledge in writing, and return Attorney's statements within five (5) days of receipt. If Clients dispute any of the charges on Attorney's statements, Clients shall notify Attorney of the disputed charges in writing within fifteen (15) days of receipt of the statement. Otherwise, said statement shall be deemed to be correct for all future purposes.

8. **DISCHARGE AND WITHDRAWAL.** Clients may discharge Attorney at any time. Attorney may withdraw from representation of Clients, upon reasonable notice to Clients for any reason, in Attorney's discretion, with Clients' consent or for good cause. Such reasons and good cause may include, but are not limited to, Clients' breach of this contract, Clients' refusal to cooperate with Attorney or to follow Attorney's advice on a material matter of any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical, Clients' failure to pay any billing then due, or clients' failure to communicate with or cooperate with Attorney.

9. **REPRESENTATION OF ADVERSE INTERESTS.** Client is informed that the Rules of Professional Conduct of the State Bar of California required the client's informed written consent before an attorney may begin or continue to represent the client when the attorney has or had a relationship with another party interested in the subject matter of the attorney's proposed representation of the client. Attorney is not aware at this time of any relationship with any other party interested in the subject matter of attorneys' services for client under this contract. If a covered adverse interest arises, Attorney will inform Client and take appropriate steps in compliance with the Rules of Professional Conduct.

10. **CONCLUSION OF SERVICES.** When Attorney's services conclude, all unpaid charges shall become immediately due and payable. After Attorney's services conclude, Attorney will, upon Clients' request, deliver Clients' file to Clients, along with any Clients' funds or property in Attorney's possession.

11. **ORDER OR AGREEMENT FOR PAYMENT OF ATTORNEYS' FEES OR COSTS BY ANOTHER PARTY.** The Court may order, or the parties to the dispute may agree, that another party will pay some or all of Client's attorneys' fees, costs or both. Any such order or agreement will not affect Client's obligation to pay attorneys' fees and costs under this agreement, nor will Attorney be obligated under this agreement to enforce such an order or agreement. Any such amounts actually received by attorney, however, will be credited against attorneys' fees and costs incurred by client.

12. **DISCLAIMER OF GUARANTEE.** Nothing in this contract and nothing in Attorney's

statements to Clients will be construed as a promise or guarantee about the outcome of Clients' matter(s). Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Clients' matter(s) are expressions of opinion only.

13. **BINDING ARBITRATION.** The parties hereto agree that any dispute relating to attorneys' fees or costs of litigation under this agreement shall be submitted to binding arbitration before the before the Santa Clara County Bar Association pursuant to California Business and Professions Code Section 6200 et seq., or, should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to the California Business and Professions Code Section 6200, et seq.

14. **CONSTRUCTION, SEVERANCE AND NON-WAIVER.** This agreement shall be construed according to the laws of the State of California. If any part of this Contract is found by a court of competent jurisdiction to be unenforceable, such part shall be severed and the remainder of the contract enforced according to its terms. Failure of Attorney to enforce any provision of this Contract in any one or several instances shall not be deemed a waiver of Attorney's right to enforce any such provision at any other time.

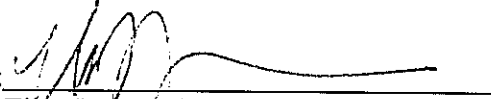
15. **CONSENT FOR SETTLEMENT.** Client and Attorney agree that Attorney shall have the exclusive right to conduct all negotiations for settlement or compromise, but that no settlement shall be binding without clients' consent.

16. **INSURANCE.** Attorney carries professional liability insurance, with policy limits of two million dollars per occurrence, two million dollars in the aggregate.

The undersigned agree to the terms and conditions of this Attorney-Clients Fee Contract, effective on the date written above, or upon Attorney's receipt of any deposit required hereunder, whichever is later.

"Attorney"

MCARTHUR & LEVIN, LLP

By: 
Eliza J. McArthur

"Client"

Mountain View-Whisman School District

BY: _____
Cathy Baur, Chief Academic Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Joyce Li(969135V) 14375 Saratoga Ave Ste 105 Saratoga CA 95070-5978	CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C, NO, EXT): 408-868-4610</td> <td style="width: 50%;">FAX (A/C, NO): 408-228-9518</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: jli3@farmersagent.com</td> </tr> </table>	PHONE (A/C, NO, EXT): 408-868-4610	FAX (A/C, NO): 408-228-9518	E-MAIL ADDRESS: jli3@farmersagent.com											
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INSURED MCARTHUR, LEVIN, LLP 637 N SANTA CRUZ AVE LOS GATOS CA 95030	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A094658450016	08/05/18	08/01/19	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>PER STATUTE</td> <td>OTHER</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	OTHER	\$	E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
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E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																	
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

637 N SANTA CRUZ AVE, LOS GATOS, CA 95030

CERTIFICATE HOLDER _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Callahan Risk & Insurance Services, Inc. 99 S. Raymond Ave. Suite 102 Pasadena CA 91105		CONTACT NAME: Les Callahan PHONE (A/C, No, Ext): 626-578-0606 FAX (A/C, No): 626-577-0606 E-MAIL ADDRESS: lcallahan@callahanrisk.com PRODUCER CUSTOMER ID #:	
INSURED McArthur & Levin, LLP 637 North Santa Cruz Avenue Los Gatos CA 95030		INSURER(S) AFFORDING COVERAGE INSURER A: Aspen American Insurance Co. NAIC # 43460 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability			LPP000531-06	07/01/2019	07/01/2020	Each Occurrence \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER McArthur & Levin, LLP 637 North Santa Cruz Avenue Los Gatos CA 95030		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Les Callahan	
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Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. McArthur & Levin, LLP		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶		(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 637 N Santa Cruz Avenue		Requester's name and address (optional)
6 City, state, and ZIP code Los Gatos, CA 95030			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
7	7	-	0	5	4	6	8	3	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>6/18/18</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.