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# HATCH & CESARIO

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ATTORNEYS-AT-LAW

## AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Perris Union High School District ("Client") and Hatch & Cesario, Attorneys-at-Law, Ventura office ("Attorney").

### **Attorney's Services**

Attorney agrees to provide Client with consulting, trainings/professional development, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. This Agreement and Attorney's services do not include appeals of special education or other matters. A separate Agreement will be required for appeal-related legal services.

Attorney 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. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

### **Hourly Rates**

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners/Of Counsel	\$300.00-\$340.00
Sr. Associates	\$295.00
Associates	\$285.00
Law Clerk	\$220.00
Education Consultant	\$200.00
Paralegal	\$185.00

Attorney shall bill Client for legal services in one-tenth (.10) increments. Attorney reserves the right to charge for actual travel at Attorney's hourly rate.

**Costs, Expenses and Other Requirements Applicable to Client**

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	\$0.20 per page
Facsimile/Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

Costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis. If Client determines that expert consultation and/or expert witness testimony is necessary, Client shall pay all fees and costs directly to the expert unless Client and Attorney otherwise agree.

**Payment for Services**

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

**Arbitration of All Disputes**

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.

### Discharge of Services

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

### Term of Agreement

The term of this Agreement is effective May 22, 2025 through June 30, 2026 and may be modified in writing by mutual agreement of Client and Attorney. This agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Perris Union High School District

Hatch & Cesario, Attorneys-at-Law

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Sylvia Hinojosa, Director of Purchasing

  
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Melissa Hatch, Partner

Date: \_\_\_\_\_

Date: May 8, 2025