



**Douglas County School District
Special Board Meeting**
Douglas High School-Media
Center & Zoom
1670 Highway 88
Minden , NV 89423
Wednesday, July 19, 2023
10:00 AM

Agenda

Please use the following link to join the webinar: <https://dcsd-k12.zoom.us/j/87954972471> Passcode:
Jul2023 Telephone: Dial +1 669 900 6833 US (San Jose) Webinar ID: 879 5497 2471 Telephone Passcode: 2282538

1. Call to Order

A. Pledge of Allegiance

B. Approval of a Flexible Agenda (*For Possible Action*)

The Trustees reserve the right to take items in a different order to accomplish business in the most efficient manner.

2. Public Comment (10:05 a.m.)

Comments from the public are invited at this time on topics not specifically addressed elsewhere in the agenda. A sign-up sheet is provided and individuals who wish to address the Board are asked to indicate their desire to speak and the topic about which they will speak. Individuals wishing to address the Board at this time will be limited to three minutes. The Board is precluded from acting on items raised during Public Comment that are not already on the agenda.

3. Termination of Legal Counsel RFP SG-G (*Discussion and For Possible Action*) **3**

The Board of Trustees will consider the contract for legal services with its current law firm, Maupin, Cox & LeGoy which will include discussion and possible action on whether to terminate the RFP process for legal services.

4. Termination of Contract for Legal Services with Maupin, Cox and LeGoy SG-G **10
(*Discussion and For Possible Action*)**

The Board of Trustees will consider the contract for legal services with its current law firm, Maupin, Cox & LeGoy which will include discussion and possible action on whether to terminate in full the contract of Maupin, Cox & LeGoy.

5. Selection of Joey Gilbert Law Firm as the District's Legal Counsel SG-G (*Discussion and For Possible Action*) **28**

The Board of Trustees will consider the contract for legal services with its current law firm, Maupin, Cox & LeGoy which will include discussion and possible action on whether to hire Joey Gilbert Law Firm as the District's legal counsel.

6. Public Comment

Comments from the public are invited at this time on topics not specifically addressed elsewhere in the agenda. A sign-up sheet is provided and individuals who wish to address the Board are asked to indicate their desire to speak and the topic about which they will speak. Individuals wishing to address the Board at this time will be limited to three minutes. The Board is precluded from acting on items raised during Public Comment that are not already on the agenda.

7. Adjournment

(*) Times are estimated. Items on the Agenda may be taken out of order. The Board of Trustees may combine two or more agenda items for consideration, and may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Generally speaking, the item will be heard no earlier than the time indicated.

If copies of the complete agenda (and supporting materials) are desired in advance, they may be obtained at the District Office on the Friday or Monday preceding a regular Tuesday meeting of the Board. Please contact Caryn Harper at 775-782-5134 or Charper@dcsd.k12.nv.us.

Notice to Individuals with Disabilities: Members of the public who require special assistance or accommodations are asked to notify the District Administration at 1638 Mono Avenue, Minden, Nevada, 89423, or by calling 782-5134, so that such notification is received at least twenty four (24) hours prior to the meeting. In conformance with the Open Meeting Law, it is hereby noted that the agenda for the meeting of the Douglas County School Board of Trustees has been posted at the following locations:

Douglas County School District, Minden, NV

District website: www.dcsd.k12.nv.us

State of Nevada website: <https://notice.nv.gov>



Douglas County School District

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REQUEST FOR PROPOSALS FOR LEGAL SERVICES: RFP

Dated: _____, 2023

By:

MESSAGE TO APPLICANTS

The Douglas County School District (“*District*”) invites qualified and experienced attorneys to submit proposals in response to this Request for Proposal (RFP). At the regular meeting on June 13, 2023, the Board of Trustees (“*Board*”) voted to issue this RFP to solicit interested and qualified attorneys and/or law firms to submit proposals to act as legal counsel for the District and the Board as outlined in the RFP. This RFP outlines the discrete categories of the scope of work, submission requirements, evaluation criteria, timeline for the selection process, and general terms and conditions.

The District is a pre-K through 12 public school district providing educational services to approximately 5,000 students. The District is governed by the Board, consisting of seven (7) elected members, and has multiple special education programs as well as many athletic, co-curricular and interscholastic programs. Further information may be obtained by visiting the school district’s website at <https://www.dcsd.k12.nv.us/>

Applicants may submit a proposal for one or more, or all of the discrete categories described in the scope of work. Because the categories involve specialized areas of law, the Board understands that an applicant might not be qualified or willing to provide legal services for all discrete categories. Therefore, the Board reserves the right to accept proposals from different lawyers or law firms for each discrete category. Each category applied for by an applicant shall be deemed a separate proposal for legal services, which the Board may accept, unless the applicant specifically states that acceptance by the Board is contingent upon accepting all categories applied for.

The understanding of the parties with respect to the categories of services to be rendered under the scope of work and the various fee arrangements must be set forth in a formal agreement.

All proposals must be complete and contain all information required in the RFP to receive consideration by the Board.

Proposals must be submitted no later than **Friday, _____ 2023 at 10:00 A.M.** All submittals must contain an original and one (1) copy of the Proposal in a sealed envelope with “Proposal for Legal Services” marked on the front of the envelope. The Proposals must be mailed, hand-delivered, sent by overnight delivery, but cannot be submitted by facsimile or electronic mail. The proposals should be addressed to:

Douglas County School District
Attn: Keith Lewis, Superintendent
1638 Mono Avenue
Minden, Nevada 89423.

Further information may be obtained by contacting Superintendent Keith Lewis by email at kLewis@dcsd.k12.nv.us.

The Board reserves the right to reject any or all proposals and waive any informality in the process if it is in the best interests of the Board. No proposal may be deemed accepted until formal approval by the Board.

Scope of Work

The scope of work of legal services includes the following discrete categories. Applicants may apply for one or more, or all of the categories identified below; provided, however, for each such category, the applicant must specify pricing and identify which attorneys will be performing the legal services.

A. GENERAL COUNSEL FOR THE BOARD OF TRUSTEES

Duties include:

- Representation of the Board as a whole.
- Representation of Board members in their official capacities.
- Attendance of all regular Board meetings and special meetings upon request.
- Guide the Board Chairman through meetings, including framing proper motions and applying Robert's Rules of Order.
- Provide legal research and/or advisory opinions as needed.
- Draft or edit District policies as directed by the Board.
- Respond to Open Meeting Law Complaints.
- Respond to Public Records Requests for records in possession of Board members.

Requires knowledge of the following substantive laws and rules:

- Nevada Open Meeting Law (NRS Chapter 241)
- NRS Chapter 386 governing local school boards
- School Board Governance, District Policies and Administrative Regulations
- Robert's Rules of Order
- Nevada Ethics in Government Law (NRS Chapter 281A)
- Constitutional and Civil Rights Issues, including the First Amendment and Fourteenth Amendments to the U.S. Constitution and the Nevada Equal Rights Amendment
- Nevada Public Records Act (NRS Chapter 239)

B. GENERAL COUNSEL FOR THE DISTRICT

Duties include:

- Representation of the District through its Superintendent and authorized management representatives as needed.
- Providing advice and counsel on all matters related to general education students including discipline, attendance, adherence to policies, rules and regulations.
- Provide assurance statements as required for financial audits, bonding matters and grant compliance.
- Responding to Public Records Requests for records in possession of the district
- Fulfilling other duties of general counsel as are commonly accepted and assigned.

Requires knowledge of the following substantive laws:

- Nevada education laws (NRS Chapter 386 through 393)
- Pupil Rights (NRS 392)
- Family and Educational Rights and Privacy Act (FERPA)
- Nevada Public Records Act (NRS Chapter 239)
- Local Government Purchasing Act (NRS Chapter 332) and public works (NRS Chapter 338)

C. LABOR RELATIONS AND EMPLOYMENT SERVICES

Duties include:

- Advising on legal matters with respect to labor relations and personnel administration
- Reviewing and processing grievances upon request
- Advising and drafting investigations and employee termination notices
- Representing the District in all arbitrations, negotiations, administrative proceedings (EMRB), and court proceedings involving labor relations or personnel administration.
- Serving on the District's management team in collective bargaining upon request
- Prepare final contract documents upon settlement and ratification of tentative agreements.

Requires knowledge of the following substantive laws:

- Local Government Employee-Management Relations Board (NRS Chapter 288)
- Teacher and administrative protections (NRS Chapter 391)
- State and federal employment laws

D. SPECIAL EDUCATION SERVICES

Duties include:

- Reviewing special education student issues, including IEP and placement items
- Representing the District against parent advocates and attorneys, including mediation and all phases of due process administrative hearing and court proceedings
- Representing District on complaints filed with the Nevada Dept. of Education
- Review special education contracts.
- Provide consultation on all special education students, teachers, paraprofessionals and related matters.

Requires knowledge of the following substantive laws:

- Individuals with Disabilities Education Act (IDEA)
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act
- FERPA
- NRS Chapter 388.417, *et seq.*, and NAC Chapter 388

SUBMISSION REQUIREMENTS

Interested attorneys and law firms should submit a comprehensive proposal that includes the following information:

A. Attorney or Firm Overview:

- 1. Name, address, and contact information.
- 2. Description of attorney or firm's history, size, structure, and areas of expertise, awards, and ratings.
- 3. Relevant experience working with educational institutions, school districts, or local governmental entities.
- 4. Qualifications and experience of all lawyers who expect to provide legal services.

B. Identification of Categories of Scope of Work for Consideration:

- _____ A. General Counsel for The Board of Trustees
- _____ B. General Counsel for the District
- _____ C. Labor Relations and Employment Services
- _____ D. Special Education Services

Is the Applicant requiring the Board to accept all of the categories identified to be effective? _____ Yes _____ No

C. Fee Structure

For each category of Scope of Work applied for, identify:

- 1. Hourly rates for attorneys (partners and associates) and paralegals, if applicable. Proposals involving monthly retainers may also be considered.
- 2. Any additional fees or costs associated with the provision of legal services.
- 3. Identity of specific lawyers who will be providing the services.
- 4. Billing procedures and payment terms.

D. Proposed Approach:

Explain the Applicants' understanding of the legal needs of the District and Board and the challenges and proposed approach to providing legal services, including staffing, availability, and communication protocols.

E. References:

- 1. Provide contact information of at least three references from similar engagements, including educational institutions, school districts, or other local governmental entities.
- 2. Provide a description of the services provided and outcomes achieved.

F. Certifications and Insurance:

- 1. Provide evidence of licensure to practice law in the State of Nevada for each attorney identified. All attorneys identified must not have been disciplined or face discipline charges by the Nevada State Bar.
- 2. Provide evidence of professional liability/malpractice insurance coverage in

- the amount of not less than \$5,000,000 per claim/\$10,000,000 aggregate.
3. Provide evidence of commercial general liability insurance coverage in the amount of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
 4. Provide evidence of workers compensation insurance coverage as required by Nevada Revised Statutes Chapter 616A through 616D inclusive.

EVALUATION CRITERIA

Proposals will be evaluated generally based on, but not limited to, the following criteria:

1. Relevant experience and expertise in education law and related areas
2. Understanding of the District's legal needs and challenges
3. Quality and qualifications of the proposed legal team
4. Approach to providing legal services and case management
5. References and outcomes achieved
6. Fee structure and cost-effectiveness
7. Professional certifications and insurance coverage

TIMELINE

The following timeline outlines the key dates for the RFP process:

1. RFP Issuance Date: [Date]
2. Deadline for Submitting Written Questions: [Date]
3. Responses to Questions Provided: [Date]
4. Proposal Submission Deadline: [Date]
5. Special Meeting of the Board: Date to Be Determined.
6. Execution of Contract: Date to Be Determined.

GENERAL TERMS AND CONDITIONS

Applicant understands and agrees that the following General Terms and Conditions shall be incorporated into any contract for legal services with the District and/or the Board.

Certification

Submittal of a proposal signifies that the Attorney or law firm acknowledges that he/she/it has read this Request for Proposals and has a full understanding thereof and agrees to be bound by these General Terms and Conditions.

Laws

The Attorneys or law firm shall comply with all applicable laws, statutes, regulations, and ordinances and any order issued by any governmental entity. This contract shall be governed by the laws of the State of Nevada.

License to Practice Law in Nevada

All Attorneys providing legal services to the District and/or the Board shall be licensed or authorized to practice law in the State of Nevada. Conversely, no Attorney providing legal services to the District and/or the Board shall engage in the unauthorized practice of law in the State of Nevada.

Indemnification

The Attorney(s) and/or law firm shall indemnify and hold the District and/or the Board harmless for any and all claims, injuries and damages, including the reimbursement of reasonable attorneys' fees and cost of litigation that may occur as a result of the negligent provision of legal services to the District and/or the Board.

Independent Contractor Status

Attorneys, agents, and employees of the Attorneys or law firm, in performing the services required by agreement, are independent contractors and shall not be deemed officers, agents or employees of the District.

Personal Services Contract

The Agreement for legal services is a contract for personal services and may not be assigned. No Attorney or law firm shall make payments to, or share compensation with, any attorneys other than affiliated counsel or members of Attorney's own law firm without prior written approval by the District.

Termination

Either party may terminate the consultant agreement upon providing ninety (90) days' written notice to the other party. Written notice shall be sent by certified mail, return receipt requested.

Douglas County School District

PROFESSIONAL SERVICES CONTRACT

This Contract, made and entered into this 12th of March 2014, between Maupin, Cox & Legoy (hereinafter called "Contractor"), and Douglas County School District (hereinafter called "DCSD") is based upon the following recitals:

WITNESSETH:

WHEREAS, NRS 332.115 authorizes a Public Entity to enter into contracts for Professional Services without going to competitive bid; and

WHEREAS, it is deemed that the services of Contractor specified herein are both necessary and desirable and in the best interests of DCSD; and

WHEREAS, Contractor represents that he/she is duly qualified and able to render the services described in Exhibit A: Scope of Services to be Rendered.

NOW, THEREFORE, in consideration of the aforesaid recitals, which are incorporated by reference into the Contract, the parties mutually agree as follows:

1. This Contract shall not become effective until and unless approved by either the Superintendent or Chief Financial Officer of DCSD.
2. This contract shall be effective from March 12, 2014 through until terminated by either party, unless terminated by either party as set forth in Article 15 of this contract.
3. The Parties agree that the scope of work shall be specifically described. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified. This Contract incorporates the following attachments:
 - a. Exhibit A: Scope of Services to be Rendered
 - b. Exhibit B: Progress Payment schedule
4. Contractor and DCSD mutually agree to enter into a contract for services described in Exhibit A. Contractor shall report directly to DCSD's Superintendent. In addition, Contractor will be encouraged to have direct and regular communication with the Assistant Superintendents.
5. DCSD agrees to pay for the services of Contractor as provided by this Contract. The total amount to be expended through this Contract shall not exceed \$5,00 per month as a retainer and \$225 per hour additionally. Payment shall be made in progress payments as follows:

Contract No.:
Effective Date:

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- a. Provided that an invoice is received by DCSD Accounts Payable not later than the twenty-fifth (25th) of each month, payment will be released the second Wednesday of the following month, pending Board of Trustee approval.
 - b. If the invoice or application for payment is received after the twenty-fifth (25th) of the month, then the payment shall be issued no later than forty-five days after receipt of invoice; net 45 terms.
 - c. Progress payment schedule as described in Exhibit B.
 - d. Travel / Mileage reimbursement shall not exceed GSA rates through project completion.
 - e. DCSD does not agree to reimburse Contractor for expenses unless specifically addressed in this Contract or in the incorporated attachments.
6. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to DCSD, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by DCSD's auditor, or their authorized representative. All subcontracts shall reflect requirements of this paragraph.

All books, records, reports, and statements relevant to this Contract must be retained a minimum of three (3) years, and for five (5) years if any federal funds are used pursuant to this Contract. The retention period runs from the date of payment for the relevant goods or services by DCSD, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonable necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

7. DCSD will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any DCSD breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall no exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" values. Contractor's tort liability shall not be limited.
8. Neither Party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires,

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explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

9. Contractor is associated with DCSD only for the purposes and to the extent specified in this Contract, and in respect to the performance of the contracted services pursuant to this Contract. Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for DCSD whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and DCSD shall have no obligation with respect to:
 - a. withholding of income taxes, FICA or any other taxes or fees;
 - b. industrial insurance coverage;
 - c. participation in any group insurance plans available to employees of DCSD;
 - d. participation or contributions by either Contractor or DCSD to the Public Employees Retirement System;
 - e. accumulation of vacation or sick leave; or
 - f. unemployment compensation coverage provided by DCSD.

Contractor shall indemnify and hold DCSD harmless from, and defend DCSD against any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of , incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of DCSD. DCSD and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine “independent contractor” status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows (**MUST initial under heading of yes or no**):

	<u>Contractor’s Initials</u>	
	YES	NO
a. Does DCSD have the right to require control of when, where and how the independent contractor is to work?		
b. Will DCSD be providing training to the independent contractor?		
c. Will DCSD be furnishing the independent contractor with worker’s space, equipment, tools, supplies or travel expenses?		
d. Are any of the workers who assist the independent contractor in performance of his/her duties employees of DCSD?		
e. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?		

Contractor's Initials

YES NO

- f. Will DCSD incur an employment liability if the independent contractor is terminated for failure to perform?
- g. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with DCSD?

10. In the event federal funds are used for payment of all or part of this Contract, Contractor certifies by signing this Contract that the prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. This certification is required by the federal government as defined by the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (10)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

- 11. Contractor shall provide DCSD with Certificates of Workers' Compensation and Employer's Liability Insurances in accordance with State Statutory Limits. Each insurance policy shall provide for a waiver of subrogation against DCSD, its officer, employees and immune contractors, as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- 12. Contractor shall provide DCSD a Certificate of Liability Insurance naming DCSD as ***Additional Insured*** and will include an ***Additional Insured Endorsement*** with the following amounts specified as noted below:
 - a. General Liability –

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- i. Commercial General Liability - Each Occurrence \$1,000,000
 - ii. Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit liability. The policy must include DCSD, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the contract are concerned.
- b. Each Occurrence –
- i. Damage to Rented Premises \$100,000
 - ii. Medical Expenses (Any one person) \$5,000
 - iii. Personal and Adv Injury \$1,000,000
 - iv. General Aggregate \$2,000,000
 - v. Products – Comp / Op Agg \$2,000,000
- c. Automobile Liability (any Auto) \$1,000,000 –
- i. Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- d. Professional Liability Insurance (PLI) \$1,000,000 –
- i. **Required when DCSD is the beneficiary of the Contractor's service or advice.** This coverage focuses on alleged failure to perform on the part of, financial loss caused by, and error or omission in the service or product sold by the Contractor. These are potential causes for legal action that would not be covered by a more general liability insurance policy which addresses more direct forms of harm.
- e. Other General Insurance requirements –
- i. Coverage Term: Coverage will be in force for complete term of contract. If insurance expires during the term of the contract, a new certificate must be received by DCSD at least forty-five (45) days prior to the expiration of insurance. The renewed insurance must still meet the terms of the original contract.
 - ii. Cancellation: Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to state that without forty-five (45) days prior written notice to DCSD, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown as Contact Information in this Contract.
 - iii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against DCSD, its officer, employees and immune contractors, as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.

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- iv. **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - v. **Deductibles**: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agree to in writing by DCSD. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifteen thousand dollars (\$15,000.00) per occurrence, unless otherwise approved by DCSD's Chief Financial Officer.
 - vi. **Contract Termination**: In the event Contractor fails to keep in effect at all times the specified insurance coverage, DCSD may, in addition to any other remedies it may have, terminate the contact upon the occurrence of such event, subject to the provisions of this contract.
 - vii. **Primary Insurance**: Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by DCSD.
- f. Evidence of Insurance – Prior to the start of any work, Contractor must provide the following documents to DCSD:
- i. **Certificate of Insurance**: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to DCSD to evidence the insurance policies and coverages required of Contractor. The certificate must name DCSD, its board of trustees, officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The description and contract effective dates shall be noted on the certificate, and upon renewal of policies listed Contractor shall furnish DCSD with replacement certificates as required above.
 - ii. **Additional Insured Endorsement**: An Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to DCSD to evidence the endorsement of DCSD as an additional insured as required above.
- g. Review and Approval – Documents specified above must be submitted for review and approval by DCSD prior to the commencement of work by Contractor. Neither approval by DCSD nor failure to disapprove insurance furnished by Contractor shall relieve Contractor of Contractor's fully responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to DCSD or others, and shall be in addition to and not in lieu of any other remedy available to DCSD under this Contract or otherwise. DCSD reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
13. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statue, ordinance, law or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. DCSD may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

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14. The Parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying, influencing or attempting to lobby or influence for any purpose the following: any federal, state, county or local agency, legislature, commission, counsel or board, or any member, elected official, officer or employee of any federal, state, county or local agency, legislature, commission, counsel or board.
15. DCSD may terminate this Contract with fourteen (14) days written notice should Contractor fail to perform as herein specified. In the event of such termination, DCSD shall be relieved of the obligation to make any payment to Contractor and may proceed with the work in any manner DCSD deems appropriate. In such an occurrence, Contractor shall only be paid for the work satisfactorily completed. In the event of termination of this Contract for any reason, the Parties agree that the provisions of this section survive termination: the parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
16. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by DCSD, such offending portion of the assignment shall be void, and shall be a breach of Contract. Contractor shall not assign benefits or delegate duties under this Contract in whole or in part without prior written consent of DCSD. No such assignment or subcontract shall relieve Contractor from his/her responsibility for performance of any of his/her other obligations under this Contract.
17. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
18. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless, not excluding DCSD's right to participate, DCSD, its board of trustees, officers, agents, servants and employees from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of or resulting from any intentional or negligent act or omission by Contractor, or any of its officers, agents, servants, employees or volunteers in the operation and supervision of this project as permitted under this Contract. However, Contractor shall in no event be obligated to defend or indemnify DCSD to the extent that any injury or damage is caused by the negligence of DCSD. However, Contractor warrants that the services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specification set for in the incorporated attachments.
19. The Contract shall be administered and interpreted under the laws of the State of Nevada. This Contract shall not be construed for or against any party by reason of

Contract No.:
Effective Date:

Douglas County School District

who drafted the provisions set forth herein. If any part of this Contract is found to be in conflict with applicable law as, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Contract shall remain in full force and effect. Any action at law, suit in equity or judicial proceeding for the enforcement of this Contract or any provision thereof shall be instituted only in the district courts of the State of Nevada.

20. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
21. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. DCSD has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interest. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend DCSD for honoring such a designation. The failure to so label any document that is released by DCSD shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
22. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
23. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulations this Contract is effective only after approved by DCSD's Superintendent or Chief Financial Officer, and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
24. Contractor irrevocably assigns to DCSD any claim for relief or cause of action which the Contractor has or which may accrue to Contractor in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at DCSD's option, the right to control any such litigation on such claim for relief for cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to DCSD, as third party beneficiary, any right, title or laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to Contractor in pursuance of this Contract, including, at DCSD's option, the right to control any such litigation on such claim or relief or cause of action.

Douglas County School District

25. No variation of the terms of this Contract shall be valid unless made in writing and signed by both parties. Oral understandings and other agreements shall not be incorporated herein, and shall not be binding. All notices, requests, demands and other communications which are required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, as follows:

Contact Information:

DCSD:

Attn: Carolyn Moore

**1638 Mono Avenue
Minden, Nevada 89423
Phone: (775) 782-5135**

Contractor:

Maupin, Cox & Legoy

Attn: Specific Contact

**P.O. Box 30000
Reno, NV 89520
Phone: (775) 827-2000**

IN WITNESS WHEREOF, the parties have caused this Contract to be executed this 12th of March 2014.

_____	_____	_____	_____
DCSD Representative	Date	Contractor	Date

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the date of execution by both parties below, by and between the DOUGLAS COUNTY SCHOOL DISTRICT ("the District") and the law firm of MAUPIN, COX & LeGOY (the "Law Firm"), and is made with reference to the following facts:

Recitals

- A. The District is a political subdivision of the State of Nevada.
- B. The District is in need of legal representation concerning the conduct of its meetings and its day-to-day activities.
- C. The District is authorized pursuant to NRS 386.410 to employ private legal counsel.
- D. The District's Board of Trustees has determined that such employment of private legal counsel is appropriate and necessary.
- E. The Law Firm's attorneys are licensed to practice law in the State of Nevada.

NOW, THEREFORE, in consideration of the mutual promises of the parties as set forth herein, the parties AGREE upon the following Terms and Conditions.

Terms and Conditions

- 1. Recitals Incorporated. The foregoing Recitals are incorporated and made a part of this Agreement.
- 2. Retainer of Law Firm by District. The Law Firm is retained by the District to represent it and its Board of Trustees and to provide professional legal services as its legal counsel.
- 3. Authorization only by Trustees or Superintendent. Other than in cases of *bona fide* emergency, the Law Firm's legal services can only be authorized by the Superintendent, the Assistant Superintendent and his/her designee, and by its Board of Trustees.
- 4. Law Firm to Respond to District. The Law Firm shall generally make contact with the appropriate District official within one District business day of any request for legal services that has been communicated to the law Firm by such official
- 5. Law Firm to Advise Board and Administration. The Law Firm shall advise and counsel the Board of Trustees and the administrative staff of the District as needed

Douglas County School District

to represent the District as required and appropriate regarding civil and administrative actions filed in the various courts of this state.

6. Attendance at Meetings of Board. An Attorney of the Law Firm shall attend all regular monthly meetings of the Board of Trustees and any special meetings as may be specifically requested by the District.

7. Compensation of Law Firm on Monthly Retainer. The District shall compensate the Law Firm for non-litigation matters the amount of \$5,000 per month as a retainer, payable upon receipt of invoices from the Law Firm. It is anticipated that this retainer amount covers an approximate monthly average of 30 hours over the course of a month for non-litigation related services, attendance at monthly or special meetings of the Board of Trustees, student expulsion hearings, preparation of contracts, resolutions, and other documents not related to litigation, and for consultation with the District administration or staff regarding issues presenting themselves to the District on a day-to-day basis. The Law Firm shall also be reimbursed for round-trip travel by its attorneys for the actual mileage to and from the Board meetings and or other matters for which travel to Douglas County that may be required at the IRS reimbursement rate in effect.

8. Compensation of Law Firm on Discounted Hourly Rate Basis for Defended Litigation and Certain Real Property Matters. The Law Firm shall invoice the District for other legal services performed on the District's behalf for litigation-related matters or complex real property transactions at the discounted rate of \$225 per hour for office and research time, and for all time spent in connection with and in preparation for appearances in person or in writing before any court, board other than the Board of Trustees, tribunal, arbitrator, due process hearing officer, mediator or referee, and the District shall pay the Law Firm for all such services and all costs advanced by the Law Firm on the District's behalf, including reimbursement for any round-trip travel to and from Douglas County or other locations are may be required by the District. For the purposes of this Agreement, "litigation matters" are defined to include those matters which are reasonably anticipated to be filed with, or are the subject of, a written complaint or grievance before any of the aforementioned tribunals, boards, arbitrators, hearing officer, mediators, or referees. For all such litigation matters, the Law Firm shall invoice the District in addition to the retainer amount described in paragraph 7 above, all to be paid on a monthly basis. For each such litigation matter, the Law Firm shall compile on distinct itemized individualized invoices for all time and costs expended by the Law Firm for each litigation matter on a monthly basis.

9. Term of Agreement. This term of this Agreement shall continue from month-to-month until terminated by action of either party as described below; however, it is agreed that the monthly retainer amount may be reviewed by the District annually for the following fiscal year.

10. Termination of Agreement. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party at its regular business address.

Douglas County School District

11. Modification, Amendment. This Agreement may be modified or amended only by a subsequent written amendment signed by both parties.

12. Effective Date. The Effective Date of this Agreement shall be the first day of the month following the execution by both parties of this Agreement, set forth below.

Dated: _____

Dated: _____

DOUGLAS COUNTY SCHOOL DISTRICT

MAUPIN, COX & LeGOY

By _____
Elisabeth Noonan, Superintendent

By _____
Michael E. Malloy

Douglas County School District

EXHIBIT B: PROGRESS PAYMENT SCHEDULE

All figures specified below are “Not To Exceed” allowances

Maupin, Cox & LeGoy - Education Law

For decades, Maupin, Cox & LeGoy has maintained a strong specialized practice in education law for our various education-related clients, including Nevada public school districts and boards of school trustees, public charter schools, and private schools throughout the State of Nevada. Certain of our attorneys are highly experienced in all aspects of education law, particularly in connection with issues arising under the Nevada Open Meeting Law, those affecting state and local governance and regulation of public school districts and other schools, administrative practice and litigation, negotiation of collective bargaining agreements with teacher, administrator, and classified employee unions on behalf of public school districts, and litigation in all levels of the state and federal courts, as well as alternative dispute resolution, including arbitration and mediation of disputes. We are also highly qualified and experienced in other areas impacting educational institutions including construction law, public contract bidding procedures, special education, curriculum, personnel matters and disputes, student discipline, interscholastic athletics, real estate acquisition and sales of school property, easements, etc. Many of our attorneys practicing in this area are considered as experts in their field and have spoken on school law subjects at educational seminars and conventions both in Nevada and on a national level.

Practice Group



Michael E. Malloy >



Procter J. Hug >



Donald A. Lattin >



Paul J. Anderson >



Rick R. Hsu >



Carolyn K. Renner >

HISTORY OF REPRESENTATION OF DCSD 1995 to 2023

1995 to June 30, 2003 Represented DCSD as needed. Contract(s) may be in archives.

July 1, 2004 Contract Monthly Retainer of \$3,500 for general business;
Discounted hourly rate at \$175 for litigation and special projects.

March 12, 2014 Contract Monthly Retainer of \$5,000 for general business;
Discounted hourly rate at \$225 for litigation and special projects.

Nevada Rule of Professional Conduct 1.13. Organization as Client.

(a) A lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents.

The Client Organization is DCSD, a political subdivision of the State of Nevada.

Authorized constituents include the Board of Trustees as a whole, the Superintendent, Human Resources Director and Special Education Director.

<u>DCSD Superintendents</u>	<u>DCSD Human Resources Directors</u>	<u>DCSD Special Ed Directors</u>
Pendery Clark	George Mross	
John Soderman	John Soderman	
Carol Lark	Rich Alexander	Jan Visger
Elizabeth Noonan	Teri White	Christi Hines-Coates
Teri White	Keith Lewis	Jackie Matteoni
Keith Lewis	Joe Girdner	Jeannie Dwyer

We have more than 200 separate subfiles involving legal representation of DCSD, including dozens of grievances, labor disputes, due process special education claims, and other matters which settled and are not mentioned below. Below are notable matters within the knowledge of our attorneys currently representing DCSD which protected the District from risk and exposure to liability.

Employee Terminations Protecting DCSD

2022 Teacher K.G. - forced resignation of teacher after investigation revealed he had inappropriate sexual relationship with minor student during his first job as an out-of-state teacher.

2021 Teacher C.W. - prepared due process termination paperwork for among other things, gross inaccuracies in logging instructional minutes, violations of federal laws, and fabricating work schedules. Waived right to appeal.

2020 School Counselor S.H. - prepared due process termination paperwork which forced resignation of counselor for failure to prepare federally required student plans and similarly inaccurate plans during teaching history which violated federal laws.

2017 Teacher J.S. – prepared due process termination paperwork which forced resignation of teacher for driving while under influence of marijuana metabolite.

2016 Teacher D.B. - prepared due process termination paperwork which forced resignation of teacher for lying on his application of not being fired from previous teaching job for having inappropriate sexual relationship with minor child and fathering her child; prepared paperwork requesting revocation of teacher’s license.

2016 Teacher C.J. - prepared due process termination paperwork which forced resignation of teacher for corporal punishment of special needs student.

2015 Bus Driver M.V. - prepared due process termination paperwork of bus driver for repeatedly stopping at an unsafe bus stop and falsely reporting child abuse of student. After filing a grievance, the bus driver waived all rights.

2009 Bus Aide D.C. - termination of bus aide for dishonesty in reporting false claim of violence by coworker – decision upheld by arbitrator.

Labor Disputes

2021-2022 *Chapter 6 Bus Drivers Ass’n v. DCSD* – arbitration over impasse on collective bargaining with bus drivers – obtained arbitration decision awarding DCSD’s final offer as more reasonable and rejecting union’s final offer for wage increases.

2014 *Douglas County Support Staff Organization v. DCSD* – EMRB Case No. AI-046105 –obtained EMRB ruling in favor of DCSD on classified employee’s claim of unilateral change of assignment from 12-month employee to 11-month employee.

2013-2014 *Douglas County Professional Education Ass’n v. DCSD* – arbitration and mediation over impasse on negotiations – commenced arbitration and obtained significant concessions at mediation of salary and wage demands of teachers.

2011-2012 *Douglas County Support Staff Organization v. DCSD* – arbitration over impasse on collective bargaining with support staff - obtained arbitration decision awarding DCSD’s final offer and rejecting union’s final offer.

2011-2012 *Douglas County Professional Education Ass’n and Douglas County Support Staff Organization v. DCSD* – EMRB Case No. AI-046008 – obtained EMRB ruling in favor of DCSD on unions’ request for confidential information.

2009-2010 *Douglas County Support Staff Organization v. DCSD* – arbitration and grievance – successfully obtained arbitrator’s award denying union class grievance over reduction of hours of 180-hour classified employees.

2007-2008 *Douglas County Professional Education Ass'n v. DCSD* – arbitration and mediation over impasse on negotiations – commenced arbitration and obtained significant concessions at mediation of salary and wage demands of teachers.

Miscellaneous Litigation and Problem Solving Matters

2023 *Realignment of DHS Football* – facilitated resolution with NIAA on realignment.

2012-2018 *Sale of Kingsbury Middle School site*
Prepared Board resolution paperwork in compliance with statutes to sell school property, updated resolutions, bid documents and purchase and sale agreement for “as is” sale.

2018 *Silver State Investors, LLC v. DCSD*, Case No. 18-CV-0089 – successfully defended lawsuit seeking to prevent sale of Kingsbury Middle School site and obtained order to expunge *lis pendens* clouding title to allow sale to close.

2017 *Laborers Int'l Union of N. America, Local 169 v. DCSD*, Case No. 17-CV-0232 – successfully defended lawsuit seeking to prevent DCSD from appointing Construction Manager At Risk to engage in efficient construction methods at six school sites and obtained order of dismissal.

2000 *DCSD v. Green*, Case No. 00-CV-0320 – successfully obtained permanent injunction preventing teacher employed by DCSD from being seated as an elected Trustee unless he resigns his position.

Special Education Litigation Matters – See attachment for List since 2014

Douglas County School District		Due Process Matters	Updated:	06/07/23
<u>Case Name/ Opposing Attorney</u>	<u>Year(s) (Duration)</u>	<u>Status</u>	<u>Notes</u>	
adv. J.E. (ADAMS ESQ)	2018-2019	Settled	Request for Due Process received 11/27/18. Settled 01/18/19 w/o hearing.	
adv. M.E. (Robert Kilby, Esq.)	2014	Settled	Request for Due Process received 03/04/14. Settled 05/14/14 w/o hearing.	
adv. M.B. (Robert Kilby, Esq.)	2017	Settled	Request for Due Process received 03/30/14. Settled 12/16/14 w/o hearing.	
adv. D.F. (Robert Kilby, Esq.)	2017-2022	Settled	Request for Due Process received 02/17/17. Settled 04/28/17 w/o hearing.	
adv. A.N. (ADAMS ESQ)	2017-2022	Settled	Request for Due Process received 08/09/17. Settled 09/19/17 w/o hearing.	
adv. B.B. (ADAMS ESQ)	2017-2022	Settled	1st Request for Due Process received 09/19/17. Settled 11/27/17 w/o hearing. 2nd Request received 09/08/21. Settled 02/22/22 w/o hearing.	
adv. M.T. (ADAMS ESQ)	2017-2021	Settled	1st Request for Due Process received 11/21/17. Settled 02/27/18 w/o hearing. 2nd Request Received 10/7/21. Settled 12/02/21 w/o hearing.	
adv. N.B. (ADAMS ESQ)	2018	Settled	Request for Due Process received 03/28/18. Settled 09/04/18 w/o hearing.	
adv. A.T. (ADAMS ESQ)	2018-2020	Prevailed at Due Process Hearing. Prevailed on Appeal.	Request for Due Process received 07/18 (Parent). Received amended Request from ADAMS ESQ 08/17/18. Prevailed at Due Process hearing by Decision dated 01/14/18. Appealed by Notice of Appeal dated 02/12/19. Prevailed by Decision dated 03/15/19. District Request for Due Process dated 07/15/20. Settled 08/10/20 w/o hearing.	
adv. B.D. (ADAMS ESQ)	2018-2019	Withdrawn	Request for Due Process received 10/12/18. Request withdrawn 02/10/19 w/o hearing.	
adv. C.C. (ADAMS ESQ)	2019	Settled	Request for Due Process received 03/06/19. Settled 04/24/19 w/o hearing.	
adv. W.A. (ADAMS ESQ)	2019	Settled	Request for Due Process received 05/09/19. Settled 07/25/19 w/o hearing.	
adv. J.M. (ADAMS ESQ)	2019	Settled	Request for Due Process received 09/26/19. Settled 11/13/19 w/o hearing.	
adv. T.M. (ADAMS ESQ)	2020	Settled	Request for Due Process received 09/26/19. Settled 11/13/19 w/o hearing.	
adv. A.P. (ADAMS ESQ)	2020	Settled	Request for Due Process received 02/18/20. Settled 04/16/20 w/o hearing.	
adv. W.T. (ADAMS ESQ)	2020-Present	Currently on Federal Appeal	Hearing by Decision dated 12/10/20. Appealed by Notice of Appeal dated 12/22/20. Prevailed by Decision dated 03/09/21. Federal Complaint filed 05/26/21. Motions for Summary Judgment fully briefed, oral arguments held on 2/23/23.	
adv. M.T. (ADAMS ESQ)	2020-2021	Settled	Request for Due Process received 06/17/20. Settled 01/27/21 w/o hearing.	
adv. A.I. (ADAMS ESQ)	2020-2021	Settled	Request for Due Process received 11/17/20. Settled 02/12/21 w/o hearing.	
adv. T.M. (Parent)	2022	Settled	Request for Due Process received 01/27/22 (Parent). Withdrawn by Order dated 02/15/22. Request for Due Process received 05/25/22. Settled 07/19/22 w/o hearing.	
adv. M.B.	2022	Settled	District Request for Due Process dated 05/20/22. Settled 09/01/22 w/o hearing.	
adv. S.P.	2022	Settled	District Request for Due Process dated 06/07/22. Settled 08/24/22 w/o hearing.	
adv. E.B. (Parent)	2022-2023	Withdrawn	Request for Due Process received 10/03/22. Dismissed, Order of Withdrawal dated 01/04/23.	



www.joeygilbertlaw.com
405 Marsh Avenue
Reno, Nevada 89509

Telephone: (775) 284-7700
Facsimile: (775) 284-3809

PROFESSIONAL SERVICES CONTRACT

This Contract, made and entered into this ____ day of _____ 2023, between Joey Gilbert Law (hereinafter called "Contractor"), and Douglas County School District (hereinafter called "DCSD") is based upon the following recitals:

WITNESSETH:

WHEREAS, NRS 332.115 authorizes a Public Entity to enter into contracts for Professional Services without going to competitive bid; and

WHEREAS, it is deemed that the services of Contractor specified herein are both necessary and desirable and in the best interests of DCSD; and

WHEREAS, Contractor represents that he/she is duly qualified and able to render the services described in Exhibit A: Scope of Services to be Rendered.

NOW, THEREFORE, in consideration of the aforesaid recitals, which are incorporated by reference into the Contract, the parties mutually agree as follows:

1. Contractor and DCSD mutually agreed to enter into a contract for services described in **Exhibit A**. Contractor shall report directly to DCSD's Board. In addition, Contractor will be encouraged to have direct and regular communication with the Superintendent and Assistant Superintendents.
2. DCSD agrees to pay for the services of Contractor as provided by this Contract. The total amount to be expended through this Contract shall not exceed \$7,500 per month as a retainer and \$325 per hour additionally. Payment shall be made in progress payments as follows:
 - a. Provided that an invoice is received by DCSD Accounts Payable not later than the twenty-fifth (25th) of each month, payment will be released the second Wednesday of the following month, pending Board of Trustee approval.

- b. If the invoice or application for payment is received after the twenty-fifth (25th) of the month, then the payment shall be issued no later than forty-five days after receipt of invoice; net 45 terms.
 - c. Travel/ Mileage reimbursement shall not exceed GSA rates.
 - d. DCSD shall reimburse Contractor for costs as identified on Exhibit A.
3. All books, records, reports, and statements relevant to this Contract must be retained a minimum of three (3) years, and for five (5) years if any federal funds are used pursuant to this Contract. The retention period runs from the date of payment for the relevant goods or services by DCSD, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
4. DCSD will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any DCSD breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" values. Contractor's tort liability shall not be limited.
5. Neither Party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosion or acts of God. Including without limitation. earthquakes. floods. winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

6. Contractor is associated with DCSD only for the purposes and to the extent specified in this Contract and in respect to the performance or the contracted services pursuant to this Contract. Contractor is and shall be an independent contractor and, subject only to the terms of this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for DCSD whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.
7. In the event federal funds are used for payment of all or part of this Contract, Contractor certifies by signing this Contract that the prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. This certification is required by the federal government as defined by the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (10)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

8. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractor during performance of this Contract. DCSD may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
9. The Parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying, influencing or attempting to lobby or influence for any purpose the following: any federal, state, county or local agency, legislature, commission, counsel or board, or any member, elected official, officer or employee of any federal, state, county or local agency, legislature, commission, counsel or board.
10. DCSD may terminate this Contract with fourteen (14) days written notice should Contractor fail to perform as herein specified. In the event of such termination, DCSD shall be relieved of the obligation to make any payment to Contractor and may proceed with the work in any manner DCSD deems appropriate. In such an occurrence, Contractor shall only be paid for the work satisfactorily completed. In the event of termination of this Contract for any reason, the Parties agree that the provisions of this section survive termination: the parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

11. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by DCSD, such offending portion of the assignment shall be void, and shall be a breach of Contract. Contractor shall not assign benefits or delegate duties under this Contract in whole or in part without prior written consent of DCSD. No such assignment or subcontract shall relieve Contractor from his/her responsibility for performance of any of his/her other obligations under this Contract.
12. Failure to declare a breach or the actual waiver of any breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
13. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless, not excluding DCSD's right to participate, DCSD, its board of trustees, officers, agents., servants and employees from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of or resulting from any intentional or negligent act or omission by Contractor, or any of its officers, agents, servants, employees or volunteers in the operation and supervision of this project as permitted under this Contract. However, Contractor shall in no event be obligated to defend or indemnify DCSD to the extent that any injury or damage is caused by the negligence of DCSD. However, Contractor warrants that the services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specification set for in the incorporated attachments.

14. The Contract shall be administered and interpreted under the laws of the State of Nevada. This Contract shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Contract is found to conflict with applicable law as, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Contract shall remain in full force and effect. Any action at law, suit in equity or judicial proceeding for the enforcement of this Contract or any provision thereof shall be instituted only in the district courts of the State of Nevada.
15. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
16. Pursuant to NRS 239.010, certain information or documents received from Contractor may be open to public inspection and copying. DCSD has a legal obligation to disclose certain information unless a particular record is made confidential by law or a common law balancing of interest.
17. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
18. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter this Contract. Contractor acknowledges that as required by statute or regulations this Contract is effective only after approved by DCSD's Superintendent or Chief Financial Officer, and only for the period specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
19. No variation of the terms of this Contract shall be valid unless made in writing and signed by both parties. Oral understandings and other agreements shall not be incorporated herein and shall not be binding. All notices, requests, demands and other communications which are required or permitted to be given under this Contract shall be in writing and shall be

deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, as follows:

Contact Information:

Douglas County School District

Attn:

1638 Mono Avenue

Minden, Nevada 89423

Phone:

Contractor:

Joey Gilbert Law

Attn: Joey Gilbert

405 Marsh Ave

Reno, NV 89509

Phone: (775) 284-7700

20. **Counterparts.** This Agreement may be signed in counterparts, electronically or by facsimile.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this _____ of _____, 2023.

DCSD Representative

Douglas County School District

EXHIBIT A: SCOPE OF WORK
LEGAL SERVICES AGREEMENT

This Agreement is made and entered into as of the date of execution by both parties below, by and between the DOUGLAS COUNTY SCHOOL DISTRICT ("the District") and the law firms of Joey Gilbert Law (JGL) (collectively the "Firm") and is made with reference to the following facts:

Recitals

- A. The District is a political subdivision of the State of Nevada.
- B. The District is in need of legal representation concerning the conduct of its meetings and its day-to-day activities.
- C. The District is authorized pursuant to NRS 386.410 to employ private legal counsel.
- D. The District's Board of Trustees has determined that such employment of private legal counsel is appropriate and necessary.
- E. The Law Firm's attorneys are licensed to practice law in the State of Nevada.

NOW, THEREFORE, in consideration of the mutual promises of the parties as set forth herein, the parties AGREE upon the following Terms and Conditions.

Terms and Conditions

- 21. **Recitals Incorporated**. The foregoing Recitals are incorporated and made a part of this Agreement.
- 22. **Retainer of Firms by District**. The Firm is retained by the District to represent it and its Board of Trustees and to provide professional legal services as its legal counsel.
- 23. **Authorization only by Trustees or Superintendent**. Other than in cases of *bona fide* emergency, the Firm's legal services can only be authorized by the Superintendent, the Assistant Superintendent and his/her designee, and by its Board of Trustees.
- 24. **Firm to Respond to District**. The Firm shall generally make contact with the appropriate District official within one District business day of any request for legal services that have been communicated to the Firm by such official.
- 25. **Firms to Advise Board and Administration**. The Firm shall advise and counsel the Board of Trustees and the administrative staff of the District as needed to represent the District as

required and appropriate regarding civil and administrative actions filed in the various courts of this state.

26. **Attendance at Meetings of Board.** An Attorney of the Firm shall attend all regular monthly meetings of the Board of Trustees and any special meetings as may be specifically requested by the District.
27. **Compensation of Firms on Monthly Retainer.** The District shall compensate the law firm of Joey Gilbert Law for non-litigation matters the amount of \$7,500 per month as a retainer, payable upon receipt of invoices from Joey Gilbert Law. This retainer amount covers non-litigation related services, attendance at monthly or special meetings of the Board of Trustees, student expulsion hearings, preparation of contracts, resolutions, and other documents not related to litigation, and for consultation with the District administration or staff regarding issues presenting themselves to the District on a day- to-day basis. The Firm shall also be reimbursed for round-trip travel by its attorneys for the actual mileage to and from the Board meetings and or other matters for which travel to Douglas County that may be required at the IRS reimbursement rate in effect.
28. **Compensation for Defended Litigation and Certain Real Property Matters.** Joey Gilbert Law shall have the right, upon approval of by the District, to retain outside counsel for other legal services performed on the District's behalf for litigation-related matters or other assignments as delegated by Joey Gilbert Law at a rate of not greater than \$300 per hour for any services rendered and the District shall pay such firm directly for all such services and all costs advanced on the District's behalf, including reimbursement for any travel to and from Douglas County or other locations are may be required by the District. For the purposes of this Agreement, "litigation matters" are defined to include those matters which are reasonably anticipated to be filed with, or are the subject of, a written complaint or grievance before any of the aforementioned tribunals, boards, arbitrators, hearing officer, mediators, or referees. For all such litigation matters, the firm shall invoice the District to be paid on a monthly basis. For each such litigation matter, the firm shall compile distinct itemized individualized invoices for all time and costs expended for each litigation matter monthly.

29. **Association of Other Lawyers or Law Firms.** Joey Gilbert Law retains the right to associate with any lawyer or law firm that he chooses at his sole discretion. District acknowledges and agrees to this provision.
30. **Termination of Agreement.** Either party may terminate this Agreement by giving written notice to the other. In the event fees or costs are owing upon termination, District agrees to pay such fees upon termination.
31. **The File.** As a matter of course, the District will be provided with copies of all important pleadings, documents and letters. In the event the District demands the original file, the District agrees to pay for copies of all documents Joey Gilbert Law wishes to retain. In the event that the District's account is delinquent, the District agrees to cure such delinquency before being provided with a copy of the entire file. Due to the proprietary nature of stored electronic documents, Joey Gilbert Law will be under no obligation to provide electronic copies. The District understands that after all work is completed, Joey Gilbert Law reserve the right to destroy the file after a reasonable period of time.
32. **District Cooperation.** District agrees to cooperate with Joey Gilbert Law, including providing any documents and information requested. Joey Gilbert Law agrees to keep District apprised of significant developments, and to advise District of any significant decisions or settlement offers relating to the matter. In addition, District acknowledges that District will review all documents submitted to District for that purpose, will read all documents to be signed and will make inquiries to Attorney if there are any provisions District does not understand. Pursuant to the Nevada Rules of Professional Responsibility, Joey Gilbert Law retains the discretion to agree to such matters as extensions of time and continuance of hearing dates.
33. **Modification. Amendment.** This Agreement may be modified or amended only by a subsequent written amendment signed by both parties.

34. **Effective Date.** The Effective Date of this Agreement shall be the first day of the month following the execution by both parties of this Agreement, set forth below.

35. **Counterparts.** This Agreement may be signed in counterparts, electronically or by facsimile.

Dated: _____

Dated: _____

JOEY GILBERT LAW:

DOUGLAS COUNTY SCHOOL DISTRICT:

By: _____

By: _____