



June 2, 2017

**Gina Maisto Smith**

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Terry Godfrey, Board President  
Palo Alto Unified School District  
25 Churchill Ave  
Palo Alto, CA 94306

Dear Terry:

We are pleased to confirm the terms of this firm's engagement to represent the Palo Alto Unified School District in connection with an external review of the District's response to a Title IX report at the Palo Alto High School during the 2016-2017 academic year. The Pennsylvania Rules of Professional Conduct for attorneys require that we confirm these terms in writing.

**Services to Be Provided.** The Firm will represent the Palo Alto Unified School District in the Matter. Specifically, the Firm will conduct an external review of the District's response to a Title IX report at the Palo Alto High School during the 2016-2017 academic year to determine how the matter was handled, and whether it was handled in accordance with applicable federal laws, state laws and Board policies. The Firm will also make recommendations for effective implementation of the regulatory requirements based on the information gathered in the review. You may limit or expand the scope of our representation at any time, provided that it is by mutual consent and agreed upon in writing.

**Identity of Client and Our Representation of Other Clients.** It is agreed that we are being retained as counsel solely by the Palo Alto Unified School District. No other person or entity which now is, or may become, an employee, officer, director, affiliate, subsidiary, or parent of Palo Alto Unified School District will be considered to be represented by the Firm for any purpose unless this retainer agreement is expressly amended in writing, signed by the Palo Alto Unified School District and Cozen O'Connor, to reflect the inclusion of any additional person or entity.

Consequently, unless the parent, subsidiary or other affiliate of the Palo Alto Unified School District is clearly identified as being represented by the Firm in the Matter, you agree that the Firm may represent clients or prospective clients in matters that may be adverse to the Palo Alto Unified School District's parent, subsidiary or other affiliate.

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**Billing Practices and Manner of Payment and Retainer.** With respect to our fees, our billing statements include a description of work performed, the amount of time expended, and disbursements incurred on Palo Alto Unified School District's behalf.

The firm's charges for legal services in matters of this type are based primarily upon the hourly rates in effect at the time the services are rendered. My current hourly rate in such matters is \$720. Leslie Gomez's current hourly rate in such matters is \$625. We may, as appropriate, call on the services of other lawyers and legal assistants in the firm. In this matter, we will agree to use fixed and blended rates as follows: for members and shareholders, including Leslie and me, we will charge a blended rate of \$500 per hour; for associates, we will charge a blended rate of \$300 per hour. We will generally include disbursements and charges, including filing fees, copying, long distance telephone charges, faxes, computerized legal research, travel, paralegal or secretarial overtime charges, messenger fees, postage and shipping charges and similar items on our invoices. In addition, we do not charge professional fees for our non-working time spent in travel. Invoices for services and disbursements will be rendered monthly, and will be payable within 30 days. If our invoices are not paid in a timely manner, we reserve the right to withdraw from the representation. Also, any objection to the invoice must be brought to our attention within 60 days of the invoice date.

**Electronic Discovery Costs.** If during the course of the Matter, or any other matter to which this retainer agreement shall apply, it becomes necessary to collect, review and potentially produce a collection of discovery or other Matter related information, additional costs will be incurred. Such information may be in hard copy form or electronically stored ("ESI"). Such costs may include, but will not be limited to, forensic investigations, information collection, hard copy document scanning, ESI processing, use of a hosted review/production platform, and encrypted storage devices (when dictated by regulatory requirements.) Palo Alto Unified School District may engage third party vendors to provide any or all of these services, or the Firm can engage them on the Palo Alto Unified School District's behalf, as requested. At your request, the Firm may provide such services pursuant to a separate agreement.

**Use of Confidential Information.** The Firm recognizes its professional obligation to refrain from disclosing confidential information or using it to the disadvantage of Palo Alto Unified School District for the benefit of any other present or prospective client (which may include any affiliate, subsidiary or parent of Palo Alto Unified School District, unless Palo Alto Unified School District gives informed consent. Provided the Firm observes this professional obligation, Palo Alto Unified School District agrees that it will not for itself or any other party assert that the Firm's possession of such information, even though such information may relate to a matter as to which the Firm is representing another client, is a basis for disqualifying the Firm from representing that other client of the Firm. While we will not disclose to persons outside this firm privileged or confidential information regarding our representation of Palo Alto Unified School District's interests, by signing this letter you authorize us to disclose the fact of our representation.

**Cooperation.** It will be our mutual responsibility to cooperate fully in meeting your expectations for work to be performed. To that end, you agree to provide us with all relevant information requested by us, known or available to you, which may aid us in representing you in the Matter.

**If You Become Dissatisfied.** The Firm recognizes that working with an attorney represents a significant investment. If at any time during this relationship you become dissatisfied with our work, we urge you to contact the undersigned or a member of the team responsible for supervising the work for which you have retained us, to seek a mutually satisfactory resolution of your concerns.

**Termination of the Relationship.** You may terminate this engagement for any reason upon written notice to the Firm. Immediately after receiving such notice, the Firm will cease to render additional services and will cooperate with Palo Alto Unified School District in facilitating the orderly transfer of files and records to Palo Alto Unified School District or Palo Alto Unified School District's new attorneys, subject to, if appropriate, resolution of any outstanding financial issues.

The Firm may withdraw from representation for good cause or with Palo Alto Unified School District's consent. If Palo Alto Unified School District fails to meet its obligations with respect to this engagement and continues to fail to do so after receiving written notice of that failure from the Firm, then the Firm shall have the right to end the relationship and this letter agreement.

Termination of our engagement does not relieve Palo Alto Unified School District of the obligation to pay all fees due for services rendered and disbursements incurred before termination and during an orderly transition of legal services. In the event Palo Alto Unified School District owes the Firm fees or costs, the Firm shall have the right to retain all files and documents related to the Matter until full, or a satisfactory agreement for, payment is received or approved.

**Return or Destruction of Files.** Upon termination of our engagement, any and all documents that you deliver to the Firm during the course of our representation will remain your property and will be returned promptly upon your request. Any and all documents generated by our Firm during the course of our representation will remain the property of the Firm (*e.g.*, our drafts, internal administrative documents, memoranda and our Firm's other work product). We will provide you with copies of documents in our files upon payment to our Firm of the reasonable cost of reviewing our files and producing such copies. If you do not request the return of your property, we reserve the right to destroy within a reasonable time consistent with the applicable rules of professional conduct and without further notice any items described in this paragraph that are retained by us.

This letter constitutes the understanding entered into by Palo Alto Unified School District and the Firm with respect to the Matter and supersedes all prior understandings, written or oral. If you find this agreement to be acceptable, please sign the enclosed original of this agreement in your capacity as an authorized representative of Palo Alto Unified School District and return it to

the undersigned at your earliest convenience. Please contact the undersigned if you need any clarification of the foregoing provisions.

This letter agreement will take effect when you execute and return it. However, the effective date of this letter agreement will be retroactive to the date the Firm first performed services for or on behalf of Palo Alto Unified School District. The date at the beginning of this letter agreement is for reference only. Alternatively, this letter agreement will take effect two weeks after receipt by you, if you do not notify us in writing of your objection to any term in this letter agreement, and you permit us to perform legal services on your behalf. Even if this letter agreement does not take effect, Palo Alto Unified School District will be obligated to pay the Firm for the reasonable value of any services the Firm may have rendered to or on behalf of Palo Alto Unified School District. In such event, the Firm reserves the right to assert that the reasonable value of its services is higher than the rate provided by this letter agreement as a courtesy to Palo Alto Unified School District.

We appreciate the confidence you have shown in us by selecting us to represent you. We look forward to a mutually satisfactory and productive professional relationship.

Very truly yours,



Gina Maisto Smith

COZEN O'CONNOR

AGREED TO and ACCEPTED  
this 2<sup>nd</sup> day of June, 2017  
Palo Alto Unified School District

By:

