

Human Resources  
Maurene Stanton  
Executive Director of Human Resources

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**Date: February 16, 2021**

**To: Board of Directors**

**From: Maurene Stanton**

**RE: Contract Agreement with Porter, Foster, Rorick**

On November 19, 2019, the board approved an agreement with Patterson, Buchanan, Fobes and Leitch for bargaining assistance. Patterson, Buchanan, Fobes, and Leitch are no longer able to provide this support. Attached is a letter of agreement with Porter, Foster, Rorick to provide collective bargaining assistance and support through the 2021-2022 and 2022-2023 school year.

The scope of representation, fees, duration and other terms of the agreement is outlined in the attached document.

Recommendation: The board ***approve the contract agreement with Porter, Foster, Rorick.***

## AGREEMENT FOR LEGAL SERVICES

For the purpose of providing legal services and in consideration of the following mutual promises and conditions, the law firm of Porter Foster Rorick LLP, hereinafter referred to as "Attorney," and Stanwood-Camano School District, hereinafter referred to as "District," agree as follows:

1. Collective Bargaining. Attorney shall negotiate for the District with the District's non-supervisory certificated employee bargaining unit. If requested, in lieu of participating in actual negotiations, Attorney shall provide assistance in preparing District representatives for negotiations.
2. Other Legal Services. In addition to the services under paragraph 1, Attorney shall provide up to four (4) hours per month of other legal services requested by the Board of Directors, the Superintendent or their designees. Such services shall exclude those covered by insurance or other third-party payors. Legal services beyond bargaining and the first four (4) hours per months shall be billed at Attorney's current hourly rates.
3. Fee. The District shall pay \$25,000 for each annual term of this contract. One-half of such amount shall be due and payable by March 31 and one-half by September 30 of each respective year. Upon receipt of all or any portion of the fee, the funds are the property of Attorney and will not be placed in a trust account. The fact that all or a portion of this fee is paid in advance does not affect the District's right to terminate the client-lawyer relationship. The District may be entitled to a refund of a portion of the fee if the agreed-upon legal services have not been completed.
4. Assistance and Costs. The District will provide assistance in preparing materials or other information necessary for performance of Attorney's duties. Attorney shall not charge the District for the costs of phone calls, faxes, office copies, mileage, secretarial services or any other costs that are a part of normal overhead costs. Attorney shall bill for reimbursement of any third-party costs specifically incurred on behalf of the District.
5. Assignment. Neither party shall assign any or all interest in this Agreement without first obtaining the consent of the other party.
6. Term of Agreement. This Agreement shall commence March 1, 2021, and continue through at least February 28, 2023. Notice of intent not to renew or notice of intent to modify terms of this Agreement for a succeeding annual period shall be given by either party by December 31 of the previous annual period; otherwise this Agreement shall automatically renew for a succeeding annual period on identical terms to the previous year.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

STANWOOD-CAMANO SCHOOL DISTRICT PORTER FOSTER RORICK LLP

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Dr. Jean Shumate, Superintendent

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Michael H. Rorick