



AGENDA

Special Meeting
Tuesday, June 19, 2012 – 10:30 a.m.
Board Room – District Office

AGENDA POSTED: June 18, 2012 – Personnel Commission Office Window

1.0 **CALL TO ORDER** By: _____ Time: _____

2.0 **ROLL CALL**

		PRESENT	ABSENT
Chairperson	Charles Darrington	_____	_____
Vice-Chairperson	Speed Castillo	_____	_____
Commissioner	Audrey Cherep	_____	_____
Executive Director	Victoria Wintering, Ph.D.	_____	_____

3.0 **PLEDGE OF ALLEGIANCE**

Personnel Commission Chairperson, Charles Darrington, will lead the Pledge of Allegiance to the Flag of the United States of America.

4.0 **PUBLIC COMMENTS: REQUEST TO SPEAK TO AGENDA AND NON-AGENDA ITEMS**

This is the appropriate point in the agenda for those present to speak to any item on the agenda.

Those who wish to speak to any item of concern not on the agenda, no action will be taken at this time.

5.0 **OTHER**

5.1 Approval of services to be provided by Musick, **EXHIBIT A** Moved by _____
 Peeler & Garrett LLP to Anaheim Union High School District Seconded _____
 Personnel Commission. Vote _____

6.0 **CLOSED SESSION**

6.1 Adjourn to Closed Session

Public Employee Discipline/Dismissal/Release (Government Code 54957)

Case # HR-2011-12-03

Adjourn to Closed Session _____ p.m.

Reconvened to Special Meeting _____ p.m.

Action taken in Closed Session.

Moved by _____
 Seconded _____
 Vote _____

**The Personnel Commission
Anaheim Union High School District
501 Crescent Way • Post Office Box 3520
Anaheim • California 92803•3544**



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AGENDA

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Tuesday, June 19, 2012 – 10:30 a.m.
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7.0 NEXT REGULAR MEETING

The next regular meeting date:

Date: August 14, 2012
Time: 4:15 p.m.
Location: Board Room-District Office

8.0 ADJOURNMENT: _____p.m.

MUSICK, PEELER & GARRETT LLP
ATTORNEYS AT LAW

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LOS ANGELES
ORANGE COUNTY
SAN DIEGO
SAN FRANCISCO
SANTA BARBARA
WESTLAKE VILLAGE

June 8, 2012

VIA EMAIL & U.S. MAIL

wintering_v@auhsd.us

Victoria Wintering, Ph.D.
Executive Director of Human Resources – Classified
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92802

Re: Engagement Letter for Anaheim Union High School District Personnel
Commission

Dear Dr. Wintering:

1. The purpose of this correspondence is to set forth the terms by which Musick, Peeler & Garrett, a Limited Liability Partnership (“MP&G”), will represent the Anaheim Union High School District Personnel Commission (“the Client”). It is necessary that you return a signed copy to us.

2. MP&G and the Client agree as set forth below.

SERVICES TO BE PROVIDED BY MP&G

3. As of June 7, 2012, MP&G has been engaged to provide legal services reasonably required to represent the Client in connection with Labor and Employment consultation. If other matters are undertaken on behalf of the Client, they shall be addressed in separate engagement letters.

4. In order to enable MP&G effectively to render legal services, it is critical that the Client disclose all material facts to MP&G and keep MP&G apprised of all developments regarding the described representation. It is necessary that the Client cooperate with MP&G in the matter and make himself, herself or its representatives reasonably available to attend necessary meetings, court appearances or other proceedings.

MUSICK, PEELER & GARRETT LLP
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FEES

5. As compensation for the services to be performed by MP&G pursuant to paragraphs 3 and 4 above, the Client will be required to pay fees to MP&G at the following basic hourly rates.

All Attorneys	\$250.00
Paralegals	\$125.00
Document Clerks	\$60.00

6. All hourly rates are billed in minimum increments of one-tenth (1/10th) of an hour.

7. MP&G hereby reserves the right to adjust the basic hourly rates above based upon various factors including: the experience, ability, and reputation of the attorneys working on the matter; the nature of the employment; the responsibilities involved and the results achieved. In the event the basic hourly rates are adjusted, MP&G will provide the Client notice of such adjustment(s) by way of separate letter or by way of its billing invoices, and the Client will be deemed to have agreed to the new hourly rates and the new hourly rates will apply to all services rendered unless the Client objects within thirty (30) days after receiving the referenced letter or billing invoice. Although MP&G will bill the client at the rates and on the hourly basis described herein, MP&G also reserves the right to adjust its bills based on the above-referenced factors and complexity of the matter and the results obtained.

8. All time spent in connection with the described representation by the legal personnel designated by MP&G to handle the same shall be billed to the Client in accordance with paragraphs 5 through 7. Such time may include, without limitation, time spent waiting in court, time spent in travel, and time spent in office conferences between or among the legal personnel assigned to the described representation. MP&G shall assign legal personnel to the described representation in MP&G's reasonable judgment, unless the Client directs otherwise in writing.

COSTS AND EXPENSES

9. The Client shall pay MP&G, all costs and expenses incurred in performing legal services in connection with the described representation. The costs referred to are for services provided directly by MP&G and for services provided by outside vendors or service providers. The costs and expenses may include, without limitation, telephone calls, messenger and other delivery fees, postage, charges for computer research and outside assisted legal research, travel expenses such as mileage, parking, airfare, meals, and hotel accommodations (which shall be in addition to the hourly rates for travel time), photocopying and other

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reproduction charges, clerical staff overtime, word processing charges, charges for computer time, process server's fees, filing fees and other charges assessed by courts and other public agencies, court reporter's fees, jury fees, witness fees, and other similar items. MP&G reserves the right to pass directly to the Client, and the Client agrees to pay promptly and directly, costs and expenses from outside vendors or service providers that exceed eight hundred dollars (\$800.00).

BILLINGS

10. MP&G will send the Client an itemized invoice for fees and costs incurred on a monthly basis. Invoices are due upon receipt and are considered past due after thirty (30) days. The Client agrees to promptly review MP&G's billings upon receipt and, within thirty (30) days thereof, bring to MP&G's attention any adjustments or reductions that the Client believes are necessary. The Client agrees that his, hers or its failure to timely review the bills and timely bring any objections to MP&G's attention shall constitute a waiver of any objection and shall be deemed acceptance of the propriety of the billings. For administrative convenience, the invoices will describe all the work done by an individual on a particular date and set forth the entire time billed for that work. Where more than one task is performed on a date, the time spent on each task will not be separately stated unless the Client so requests in writing within thirty (30) days after the date of the billings.

11. If MP&G's statements for services, costs and other charges are not paid when due under the terms of this Agreement, MP&G reserves the right to charge and the Client agrees to pay simple interest at a rate of ten percent (10%) per annum on any unpaid attorneys' fees, costs and other charges from the date on which such payment is due until payment is received by MP&G.

ADVANCE AGAINST FEES AND COSTS

12. Notwithstanding any other provision of the letter, the Client acknowledges that MP&G has not and will not begin representing the Client regarding the described representation until MP&G receives an advance for fees and costs in the amount of \$0.00. The advance shall be deposited in MP&G's Client Trust Account and used by MP&G to pay the Client's monthly charges for fees and costs, respectively. Any portion of the advance not paid or owed to MP&G shall be refunded without interest to the Client at the conclusion of MP&G's representation. If fees and costs cause the advance to be reduced or depleted, MP&G shall have the right to require the Client to increase or replenish the advance to its original amount within thirty (30) days of written request.

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LIEN

13. The Client hereby grants MP&G a lien on any and all claims and causes of action that are or may become the subject of MP&G's representation under this Agreement. Specifically, MP&G shall have a lien for all unpaid legal fees and costs owing to MP&G at the conclusion of its services. The referenced lien shall attach to any recovery the Client may obtain, whether by settlement, arbitration award, jury verdict, court judgment or otherwise.

DISCLAIMER

14. MP&G has made no promises or guarantees to the Client concerning the outcome of the described representation or any limit or "cap" on fees and costs relating thereto (notwithstanding any estimate that may have been provided) and nothing in this correspondence is intended as such a promise or guarantee. Although MP&G may, from time to time for the Client's convenience, furnish the Client with estimates of the amounts of fees which MP&G anticipates will be charged with respect to services to be performed, such estimates are by their nature inexact and are not binding on either MP&G or the Client.

TERMINATION OF SERVICES

15. The Client shall have the right, at any time, to terminate MP&G's services upon written notice to MP&G and MP&G shall immediately after receiving such notice cease to render additional services. Such termination shall not, however, relieve the Client of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

16. Similarly, MP&G shall have the right to terminate this representation and the Client shall take all steps necessary to free MP&G of any obligation to perform further, including, without limitation, the execution of any documents necessary to complete MP&G's discharge or withdrawal. The right of MP&G hereunder is in addition to those created by statute or recognized by Rules of Professional Conduct.

ARBITRATION

17. Any dispute between the parties to this Agreement regarding attorneys' fees and/or costs charged by MP&G shall be resolved as follows: if a fees and/or costs dispute arises, MP&G will provide the Client with written notice of the Client's right to arbitrate under Sections 6200, *et seq* of the California Business and Professions Code. The Client and MP&G may thereafter agree that the arbitration will be binding or that the dispute will ultimately be resolved in another manner. Parties to any arbitration proceeding shall have the right to discovery as provided under Sections 2016, *et seq* of the California Code of Civil Procedure and

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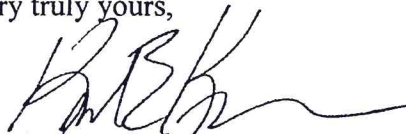
the parties hereto agree that in the event of an arbitration, any dispute as to discovery shall be determined by the arbitrator.

18. The Client and MP&G agree that this letter constitutes the entire agreement between them regarding the representation described herein and that this letter supersedes any and all other agreements, understandings, negotiations or discussions (whether oral or in writing or expressed or implied) between them regarding the referenced representation. The Client and MP&G agree that the terms of this letter agreement cannot be amended, revised or modified except by a writing signed by both the Client and MP&G.

CONCLUSION

19. If this Agreement is acceptable, please sign the enclosed copy of the Agreement in the space provided and return it to us. Please be advised that both MP&G and the Client are entitled to a signed original of the Agreement.

Very truly yours,



Kristine E. Kwong
for MUSICK, PEELER & GARRETT LLP

KEK:glc

Agreed and accepted:

Date: _____
