



Phone: (619) 588-3050
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Wednesday, October 14, 2020, 4:00 p.m.

Pursuant to Governor Newsom’s Executive Orders N-29-20 and N-71-20, the Personnel Commission’s special meeting will be held virtually, and all Commissioners will attend the meeting via videoconference. Members of the public may participate in the meeting via Zoom, as follows:

Meeting Link: <https://cajonvalley.zoom.us/j/95974842119?pwd=bVo5TE1yY0tQTHBjN1BPS2l6L0FCdz09>

Meeting ID: 959 7484 2119

Password: KFGxR0C9Tw

Dial-in: +16699009128,,95974842119#,,,,,0#,,1714070859#

Employees or members of the public who wish to make a public comment regarding items on this agenda must **submit comments** to bishopa@cajonvalley.net, **no later than 12:00 p.m. on October 14, 2020**. Please label all comments submitted for public comment as “FOR PUBLIC COMMENT.” Comments will be read aloud to the Personnel Commission during the Public Comment section of the agenda or before action on the item if the public comment submission indicates preference for the comment to be read before the specific item.

The Personnel Commission will accommodate individuals with disabilities who wish to submit public comments. If you require accommodation, please email Maritza Diaz at diazm@cajonvalley.net.

**SPECIAL MEETING
AGENDA**

1. REGULAR MEETING OPEN SESSION

- a. Call to Order/Pledge of Allegiance
- b. Roll Call/Establishment of Quorum

Virginia Levenson, Chairperson	<input type="checkbox"/> present	<input type="checkbox"/> absent
Victor Garcia, Co-Chairperson	<input type="checkbox"/> present	<input type="checkbox"/> absent
Timothy McKay, Member	<input type="checkbox"/> present	<input type="checkbox"/> absent

2. PUBLIC COMMENT – Members of the public shall have the opportunity to address the Personnel Commission regarding items on the agenda. In accordance with the Brown Act, the Commissioners may not act upon, or engage in a discussion of, non-agenda items or issues raised during public comment except to: 1) acknowledge receipt of the information, 2) refer to staff for further study, or 3) refer the matter to the next agenda.

3. APPROVAL OF PROPOSED AGENDA

- a. Approve the agenda of the Special Meeting on October 14, 2020

Motion by:_____, **Seconded by**_____. **Vote:**_____

Cajon Valley Union School District Personnel Commission Meeting

October 14, 2020

Page 2

4. ACTION ITEMS

a. Consideration and Approval of Letter of Engagement

1. MusickPeeler – Counsel to the Commission

Motion by: _____, Seconded by _____ . Vote: _____

5. ADJOURN TO EXECUTIVE SESSION

a. Conference with Legal Counsel – Threatened Litigation: One Case [Gov. Code §54956.9(d)(2)]

6. RECONVENE TO OPEN SESSION

a. Call to Order

7. REPORT OUT EXECUTIVE SESSION

8. NEXT PERSONNEL COMMISSION MEETING

a. October 22, 2020

9. ADJOURNMENT

PUBLIC COMMENTS

Information to Attendees:

To run our meetings as efficiently as possible, the Personnel Commission requests that public comments be submitted in advance of the meeting. An opportunity was provided to submit comments via email to the Personnel Director.

As a reminder, Personnel Commission meetings are not interactive meetings; it is a meeting of the Personnel Commission held in the public's view. The public may participate during the "Public Comment" portion of the meeting.

When individuals address the Personnel Commission under Public Comments, due to legal constraints, the Commission cannot and will not take action. The Commission is required to take action only on items that have been publicized on the agenda in advance of the meeting.

The public may speak to any item on the agenda at the time the item is considered by the Commission. Topics not on the agenda, which are brought to the Commission's attention, may be investigated by Administration and a report made to the Commissioners, either publicly or privately.

If you have questions about the Personnel Commission meeting process, please contact Angela Bishop by email at bishopa@cajonvalley.net.

MusickPeeler

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October 7, 2020

Mrs. Virginia Levenson
Chairperson
Cajon Valley Union School District
Personnel Commission
750 E. Main St.
El Cajon, CA 92020

Re: Engagement Letter

Dear Mrs. Levenson:

1. The purpose of this correspondence is to set forth the terms by which Musick, Peeler & Garrett LLP, a Limited Liability Partnership (“MP&G”), will represent the Cajon Valley Union 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 October 6, 2020, MP&G has been engaged to provide legal services reasonably required to represent the Client in connection with Personnel Commission General Matters. 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.

MusickPeeler

Mrs. Virginia Levenson
Chairperson
October 7, 2020
Page 2

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.

Partners	\$285.00
Associates	\$250.00
Paralegals	\$100.00

6. All hourly rates are billed in minimum increments of one-tenth (1/10th) of an hour. The current rate for the attorney assigned primary responsibility for the described representation, Kristine E. Kwong, is \$285.00.

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

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Mrs. Virginia Levenson
Chairperson
October 7, 2020
Page 3

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 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 one thousand dollars (\$1,000.00).

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 \$5,000.00. 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.

MusickPeeler

Mrs. Virginia Levenson
Chairperson
October 7, 2020
Page 4

DISCLAIMER

13. 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

14. 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.

15. 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

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

17. 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.

MusickPeeler

Mrs. Virginia Levenson
Chairperson
October 7, 2020
Page 5

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

18. 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: _____

Virginia Levenson, Chairperson
On Behalf of Cajon Valley Union School
District Personnel Commission