



Date: August 18, 2021  
To: Board of Directors of Navigator Schools  
From: Kevin Sved, CEO  
Subject: Legal Services Agreement

Navigator Schools has utilized the legal services of Tomislav “Tom” Peraic since February 2017 in a variety of capacities. Tom has proven his ability to provide sound legal guidance in a variety of fields, including human resources, facilities, contracts, student services and more. Frequently, Tom has been able to provide sound legal advice in a more cost effective manner than when utilizing larger firms. Tom has often been referred to as Navigator’s General Counsel while in actuality there has not been an agreement in place for him to serve as General Counsel. Contracting Tom to serve as General Counsel will help Navigator streamline legal services and more effectively mitigate risk. The attached summary paper provides more information about Tom’s background and describes the benefits of the general counsel function.

It is recommended that the Navigator Schools Board of Directors authorize the CEO to execute the new legal services agreement with Tomislav “Tom” Peraic beginning September 1, 2021.

Attachments as referenced.

## LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“Agreement”) is made effective on September 1, 2021 and is entered into by and between NAVIGATOR SCHOOLS, a California non-profit public benefit corporation (“Client”) and TOMISLAV PERAIC, ESQ. (“Attorney”) as set forth below.

### 1. CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services pursuant to these terms until: (a) Client returns a signed copy of this Agreement; (b) Client pays the initial deposit called for under Paragraph 4; and (c) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client.

### 2. SERVICES AND ATTORNEY’S DUTIES

Client hires Attorney to provide legal services in the following matter: General Counsel services, including but not limited to general non-litigation matters as requested by Client from time to time and as accepted by Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

### 3. CLIENT’S DUTIES

Client agrees to be truthful with Attorney, to not withhold information, to cooperate, to keep Attorney informed of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time, and to assist Attorney by timely providing necessary information and documents when requested.

### 4. DEPOSIT

Attorney does not require a deposit for these services and Client agrees to pay Attorney an initial deposit of \$0 (zero).

### 5. LEGAL FEES AND BILLING PRACTICES

Client agrees to pay Attorney at the flat rate of \$4500.00 per month. Attorney agrees to provide approximately 20 hours of services per month. Monthly surplus or deficit hours are carried forward to the following month. The time charged will include, but is not limited to, time on telephone calls, e-mails, other electronic communications, and travel. Time is billed in minimum increments of one-quarter (0.25) of an hour.

### 6. COSTS AND OTHER CHARGES

Attorney may incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to fees. External costs and expenses, including but not limited to postage, will be charged at Attorney’s cost. Internal costs and expenses will be charged at the following rates: (1)

Mileage – IRS Standard Mileage Rate; (2) in-house copies – \$0.25 cents per page; (3) fax – \$1.00 per page; and (4) computerized legal research at cost. Attorney will obtain Client’s consent before incurring any costs in excess of \$100.00.

**7. BILLS**

Attorney will send Client periodic bills for fees and costs incurred. Each bill will be payable within thirty (30) days of its mailing date. Client may request a bill at intervals of no less than thirty (30) days. If Client so requests, Attorney will provide one within ten (10) days. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney’s fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents.

**8. CLIENT APPROVAL NECESSARY FOR SETTLEMENT**

Attorney will not make any settlement or compromise of any nature of any of Client’s claims without Client’s prior approval. Client retains the absolute right to accept or reject any settlement.

**9. DISCHARGE AND WITHDRAWAL**

Client may discharge Attorney at any time. Attorney may withdraw with Client’s consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client’s conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney’s fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced.

**10. CONCLUSION OF SERVICES**

When Attorney’s services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately. Client may have access to Client’s case file at any reasonable time. At the end of the engagement, Client may request the return of Client’s case file. If Client has not requested the return of Client’s file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client’s directions, Attorney will retain the case file for a period of five (5) years, after which Attorney is authorized by this agreement to have the case file destroyed.

**11. DISCLAIMER OF GUARANTEE**

Nothing in this Agreement and nothing in Attorney’s statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney’s comments about the outcome of the matter are

expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees.

**12. ARBITRATION**

Any dispute between Client and Attorney regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except as provided below) shall be submitted to JAMS binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute. If the parties cannot agree on the selection of an arbitrator, a party may petition the Superior Court of California and the procedures set forth in Code of Civil Procedure Section 1281.6 for Appointment of Arbitrators shall apply. The court will choose an impartial arbitrator and the court’s decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. Each party shall bear its own costs, expenses, attorney’s fees and an equal share of the arbitrators’ and administrative fees. The venue for the arbitration and any post-award proceeding to confirm, correct or vacate the award shall be in the City and County of Sacramento, State of California. Client and Attorney confirm that they have read and understand this paragraph and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important Constitutional rights to trial by judge or jury, as well as rights to appeal. Client may consult with an independent lawyer of Client’s choice to review these provisions (and entire agreement) prior to signing this Agreement.

Notwithstanding the above, the parties acknowledge that in any dispute over attorney’s fees, costs or both subject to the jurisdiction of the State of California over attorney’s fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to procedures as set forth in California Business and Professions Code Sections 6200-6206 (the Mandatory Fee Arbitration Act). If, after receiving a Notice of Client’s Right to Fee Arbitration, Client does not elect to proceed under the Mandatory Fee Arbitration Act procedures by failing to file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous paragraph. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration Act procedures permit a court trial after non-binding arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration, if either party rejects the award within 30 days after the award is mailed to the parties.

\_\_\_\_\_ (Initial by Client)

\_\_\_\_\_ (Initial by Attorney)

**13. NO TAX ADVICE**

Attorney has not been retained to provide Client with any tax advice. Any document prepared by Attorney may have specific tax ramifications. Client should consult with tax advisors regarding these matters.

**14. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. All prior agreements are void and merged herein. To this end, Client and Attorney are currently parties to a Legal Services Agreement dated February 24, 2017. This Agreement intends to amend and modify such agreement and therefore is subject to California Rule of Professional Conduct 1.8.1, which states in pertinent part: "A lawyer shall not enter into a business transaction with a client...unless each of the following requirements has been satisfied: (a) the transaction...and its terms are fair and reasonable to the client and the terms and the lawyer's role...are fully disclosed and transmitted in writing to the client in a manner that should reasonably have been understood by the client; (b) the client either is represented...by an independent lawyer of the client's choice or the client is advised in writing to seek the advice of an independent lawyer of the client's choice and is given a reasonable opportunity to seek that advice; and (c) the client thereafter provides informed written consent...to the lawyer's role in it." Client is hereby advised to seek the advice of an independent lawyer of Client's choice and agrees that it is being given a reasonable opportunity to seek that advice. Client's execution of this Agreement shall be deemed both entry into this Agreement and its informed written consent to Attorney's role.

**15. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY**

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**16. MODIFICATION BY SUBSEQUENT AGREEMENT**

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

**17. CONSENT TO USE OF E-MAIL AND CLOUD SERVICES**

In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. SIGNATORIES WARRANT AND REPRESENT THAT THEY HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF ANY ASSOCIATED REPRESENTED ENTITY. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT FOR ITS FILES AND RECORDS.**

DATED: \_\_\_\_\_

NAVIGATOR SCHOOLS

\_\_\_\_\_  
By: KEVIN SVED, Executive Director

DATED: \_\_\_\_\_

“ATTORNEY”

\_\_\_\_\_  
By: TOMISLAV PERAIC, ESQ.

## **GENERAL COUNSEL - SUMMARY PAPER**

1. Attorney in California for 30+ years. Background in legal malpractice defense and ethics litigation with 15+ years in California charter schools. General Counsel services performed for Aspire Public Schools, Magnolia Public Schools, Learning Matters Educational Group, OFL/OFY, and College Track. Graduate UC/Berkeley and Hastings.
2. Provide In-House legal services for day-to-day legal matters in a cost-effective manner. Competence in employment issues including mitigation of wrongful termination exposure, real estate matters, charter/MOU issues including authorizer relations, contract negotiation to ensure favorable terms which in turn lead to a reduction in number of claims, corporate issues including management of non-profit status and maintenance of bylaws and other corporate formalities, insurance issues including management of outside claims, and other issues as may arise including but not limited to responding to Public Records Act requests, addressing court and document subpoenas including assertions of privilege, and other matters of first impression.
3. Monitor outside counsel
  - a. Quality control: Oversee outside counsel to ensure effective representation; and
  - b. Invoice control: Review invoices to ensure work performed within cost-controls.
4. Management/"Consigliere" Functions: Provide quality "thought partner" services for purposes of leadership's decision-making processes. Such communications are provided in a privileged and confidential setting (see number 5 below.)
5. Attorney-Client Privilege: Provide leadership with privileged and confidential communications, both written and oral, which serves to limit exposure to disclosures in response to authorizer, governmental, and/or litigation demands.
6. Risk Management: Oversee insurance and risk management functions, including reduction in number of claims by resolving issues prior to becoming formal claims.
7. Board Functions: Provide guidance to board as requested. Act as counsel in closed session so that discussions can be had in a privileged and confidential manner.