

**Contact:**

Ruth Floyd, Executive Director of Business Services  
Stanwood-Camano School District  
26920 Pioneer Highway, Stanwood, WA 98292  
360-629-1200  
rfloyd@stanwood.wednet.edu

TO: Board of Directors

FROM: Ruth Floyd, Executive Director of Business Services

SUBJECT: Porter Foster Rorick LLP Legal Services Agreement

DATE: September 5, 2023

TYPE: Action Required

Attached is an agreement for collective bargaining legal services to be provided by Porter Foster Rorick LLP. The annual retainer fee is \$27,500 and includes legal research, phone calls, office copies, and other similar costs necessary to perform the legal services.

The initial term is three years, and the agreement renews for a succeeding annual term unless either party provides notice by June 30 of the previous term.

**Recommendation: It is recommended that the Board approve the legal services agreement with Porter Foster Rorick LLP.**

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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. Fee. The District shall pay \$27,500 for each annual term of this contract. One-half of such amount shall be due and payable by September 30 and one-half by March 31 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.
- 3. 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.
- 4. Assignment. Neither party shall assign any or all interest in this Agreement without first obtaining the consent of the other party.
- 5. Term of Agreement. This Agreement shall commence September 1, 2023, and continue through at least March 31, 2026. 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 June 30 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 \_\_\_\_\_ 2023.

STANWOOD-CAMANO SCHOOL DISTRICT

PORTER FOSTER RORICK LLP

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Deborah Rumbaugh, Superintendent

  
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Lester "Buzz" Porter, Jr.