

AGREEMENT

This Agreement is made on July 1 2023, by and between the ALAMEDA COUNTY SCHOOLS' INSURANCE GROUP, a joint powers authority pursuant to the laws of the State of California, (hereinafter "ACSIG") and Kimberly Dennis (hereinafter "Executive Director"). As established in its chartering Joint Powers Agreement, ACSIG is governed by a Joint Powers Board with a standing Executive Committee responsible for on-going operations.

1. TERM OF AGREEMENT

ACSIG hereby engages the services of Executive Director from July 1, 2023- June 30, 2024, subject to the terms and conditions of this Agreement. This Agreement will be evaluated by June 30, 2024. This Agreement may be renewed automatically for succeeding terms of three (3) years each with a positive evaluation of the Executive Director given by the Executive Committee. Agreement may be terminated by either party by written notice given to the other at least three months prior to its termination date. If any such notice shall be given, this Agreement shall terminate on the next succeeding June 30.

The Executive Director shall be subject to the control and direction of the ACSIG Joint Powers Board as implemented through the ACSIG Executive Committee.

2. SALARY

The schedule for the Executive Director's annualized salary shall be in accordance with Exhibit B.

The schedule will be adjusted each July 1 at a minimum of 50% of the State funded Cost of Living Adjustment (COLA) in the Governor's budget for that fiscal year. At April 30 of each fiscal year, the weighted average of the salary/benefit increases settled with the teachers' union by member agencies will be calculated. If the annualized weighted average is greater than the previously calculated increase (50% of the State Funded COLA), the schedule will be adjusted to match the annualized weighted average calculation retroactive to July 1 of that program year. Prior year certified enrollment count will be used in the weighted average calculation.

3. DUTIES AND RESPONSIBILITIES

The Executive Director shall perform all duties of the Executive Director as described in the job description attached here as Exhibit "A" and incorporated herein by this reference. The Executive Director shall be subject to those personnel policies that do not conflict with the terms of this Agreement

4. PROFESSIONAL DEVELOPMENT

The Executive Director is expected to actively pursue professional development. This includes formal and informal training as well as attendance at appropriate professional meetings at local, state and national levels. The Executive Director will seek advance approval of the Executive Committee for professional development and periodically report to the Executive Committee on the appraisal of such opportunities.

5. MEMBERSHIP

ACSIG will support individual membership in approved professional organizations, not to exceed \$2,000 per year. The Executive Director shall submit requests for membership(s) to the Executive Committee.

6. EXPENSE REIMBURSEMENT

ACSIG will reimburse the Executive Director for actual necessary expenses she incurred within the scope of her employment so long as such expenses are permitted by ACSIG policy or incurred with prior approval of the Executive Committee.

7. AUTOMOBILE EXPENSES

The Executive Director is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. Therefore, the Executive Director shall be entitled to a \$500.00 monthly vehicle allowance as reimbursement for reasonable transportation expenses incurred during employment-related travel within the geographic confines of Alameda County. Reimbursement for the required travel outside the confines of ACSIG will be paid in accordance with the term of ACSIG policy.

8. FRINGE BENEFITS

The Executive Director shall be entitled to receive an amount not to exceed \$19,500 annually to purchase health, dental and vision benefits as are provided to other ACSIG employees consistent with current ACSIG policy or the equivalent of the cost of premiums for such benefits as salary, to the extent permitted by law.

9. RETIREE BENEFITS

Upon retirement and after 10 years of service, ACSIG will provide the Executive Director single-member medical, dental and vision coverage until age 65.

10. SICK LEAVE

The Executive Director shall earn (8) hours of sick leave each month, which may be carried forward from year to year.

11. VACATION LEAVE/HOLIDAYS

The Executive Director shall be required to render twelve months of full and regular service to ACSIG one and eighty-three hundredths (1.83) days of vacation with pay per month, to a maximum of accrual of twenty-five (25) days. The Executive Director will also be entitled to all ACSIG holidays as designated by the ACSIG Executive Committee. If this Agreement is terminated, the Executive Director shall be compensated for all unused accrued vacation at the salary rate effective at the time of termination, approval of the Board President shall be obtained prior to the use of vacation time.

12. EVALUATION

At the end of the first six months after the hiring date, the Executive Committee of ACSIG shall evaluate and assess in writing the performance of the Executive Director.

The Executive Committee of ACSIG shall subsequently evaluate and assess in writing the performance of the Executive Director at least once a year during the term of this Agreement. The evaluation period shall be from July 1 to June 30 of each year and shall be reasonably related to the job description of the Executive Director and the goals and objectives of the Executive Director for the year in question.

In the event that the Executive Committee, collectively, determines that the performance of the Executive Director is unsatisfactory, it shall describe in writing said unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement where the Executive Committee deems performance to be unsatisfactory and all other instances where the Executive Committee deems such to be necessary or appropriate.

A copy of the written evaluation shall be delivered to the Executive Director and the Executive Director shall have the right to make a written response to the evaluation, which shall become a permanent attachment to the Executive Director's personnel file. Within thirty (30) days of the delivery of the written evaluation of the Executive Director, the Board shall meet with the Executive Director to discuss the evaluation.

In the event that the Executive Committee's evaluation of the Executive Director's performance is unsatisfactory, the Executive Director shall be given a reasonable time to correct her performance. If the Executive Committee determines that the Executive Director's performance continues to be unsatisfactory, it may make a recommendation to the Joint Powers Board to terminate this Agreement by giving sixty (60) days notice to the Executive Director.

13. CHANGES OR TERMINATION OF AGREEMENT

The agreement is subject to modification by mutual written agreement at any time. This Agreement may be terminated by any of the following events:

- a. Mutual written agreement of the parties
- b. Retirement or death of the Executive Director
- c. Disqualifying disability of the Executive Director. The Executive Director may be removed from the position by ACSIG should the Executive Director be unable to perform the essential function of this position due to physical and/or mental condition as documented in a written evaluation by a licensed physician selected by ACSIG that indicates: (1) the inability of the Executive Director to further serve; or (2) the inability to serve for at least six (6) months as Executive Director; or (3) that the Executive Director is eligible for ACSIG disability policy.
- d. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in force and effect.

IN WITNESS WHEREOF, the parties hereto enter into this Agreement.

ON BEHALF OF THE GOVERNING BOARD OF THE ALAMEDA COUNTY SCHOOLS' INSURANCE GROUP

By: _____
Keving Collins, President

Date: _____

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of the Executive Director.

By: _____
Kimberly Dennis, Executive Director

Date: _____

Exhibit "A"

Alameda County Schools Insurance Group "A Joint Powers Authority"

DUTIES OF THE EXECUTIVE DIRECTOR

The Executive Director provides leadership for the Alameda County Schools Insurance Group ("ACSIG"). Under the general direction of the Joint Powers Authority ("JPA") Executive Committee, the Executive Director plans, organizes, manages and directs the insurance programs for participating JPA members; coordinates, supervises, and provides staff support services including management of programs of workers' compensation, property, liability, and employee dental and vision benefits as well as supervision and review of third-party claims processing. The Executive Director provides advisory services to members of the JPA; supervises staff; and performs various related duties.

DUTIES

Duties may include, but are not limited to, the following:

1. Administers all affairs of ACSIG, including preparation of agendas and minutes for Board of Director and Executive Committee meetings and maintains all necessary files and records.
2. Plans, develops, recommends, and enforces policies, regulations, operational procedures.
3. Supervises activities of JPA employees
4. Prepares and administers annual budget and assumes financial accountability for JPA funds.
5. Serves as a member of all JPA committees.
6. Acts as a spokesperson for the JPA to member districts, governing boards, related industry contacts, the media, and the public.
7. Plans, develops and recommends procedures for the administrative operations of the comprehensive risk management program.
8. Establishes and maintains a countywide loss control program with emphasis on accident prevention.
9. Evaluates existing coverage's and recommends additional coverage or cost effective changes.
10. Monitors insurance programs to ensure effectiveness of brokers or claims administrators.
11. Analyzes exposure of JPA members to various types of casualty losses.
12. Analyzes risk associated with member districts and recommends and obtains insurance as appropriate.
13. Provides on-going studies of feasibility of alternate programs.

14. Conducts continuous analyses to determine areas in which self insurance would be advantageous.
15. Keeps abreast of changes in the field of risk management and incorporates changes as appropriate.
16. Manages the program for workers' compensation, property, and liability insurance, and employee dental and vision benefits.
17. Negotiates rates, administrative fee schedules, administrative agreements, premiums, policy terms, and claims processing with insurance brokers and administrators.
18. Works with various staff to ensure employee safety.
19. Assists with employee safety and loss control programs.
20. Supervises the development and implementation of systematic claims processing records and control program.
21. Develops standards and procedures.
22. Provides technical expertise.
23. Works with a third-party administrator.
24. Performs various related duties.

QUALIFICATIONS

Demonstrated knowledge of:

1. Principles, practices, procedures and laws governing JPA operations.
2. Preparation, analysis, and review of JPA financial statements and budgets in accordance with Governmental Accounting Standards.
3. Self-insured and other alternative risk financed workers' compensation programs.
4. Principles and procedures of liability claims processing.
5. Principles of supervision, training, and performance evaluation.
6. Financial and other statistical analysis.
7. Budgeting procedures and techniques.
8. Modern office procedures, methods, and computer equipment.
9. Program development, operations, funding and maintenance.
10. Excellent interpersonal and meeting facilitation skills.
11. Working for or with school districts.

Demonstrated ability to:

1. Design work and programs with conceptualization and creativity.
2. Organize, direct and implement comprehensive risk managements, general insurance, and liability claims programs.
3. Organize and deliver presentations to school boards and related type meetings.
4. Supervise, train and evaluate assigned staff.
5. Interpret and make decisions in accordance with appropriate laws, rules and priorities.
6. Evaluate complex claims and establish adequate reserves.
7. Compile and maintain accurate and complete records and reports.
8. Communicate clearly and concisely both orally and in writing.

9. Establish and maintain cooperative working relationships with those contacted in the course of work.

Education and Experience:

1. A Bachelor's Degree from an accredited college or University with major coursework in public or business administration or a related field.
2. Five years of on-the-job management experience of increasing responsibility in an organization of similar size and scope is required.

Exhibit B
ACSIG Salary Schedule
2023/24

effective 7/1/2023

		1	2	3	4	5
Executive Director - per contract						
annual	\$	255,209				
monthly	\$	21,267.42				
Transitional Executive Director - per contract						
annual	\$	213,396				
monthly	\$	17,783.00				
Claims Assistant						
annual	\$	65,263	\$ 68,525	\$ 71,953	\$ 75,549	\$ 79,327
monthly	\$	5,438.58	\$ 5,710.42	\$ 5,996.08	\$ 6,295.75	\$ 6,610.58
Claims Examiner						
Executive Assistant to Executive Director						
annual	\$	72,019	\$ 75,002	\$ 78,051	\$ 81,169	\$ 86,145
monthly	\$	6,001.58	\$ 6,250.17	\$ 6,504.25	\$ 6,764.08	\$ 7,178.75
Clerical/Office Assistant	\$	31.38	per hour			

EMPLOYMENT AGREEMENT

This Agreement is made on November 13, 2023 by and between the ALAMEDA COUNTY SCHOOLS' INSURANCE GROUP, a joint powers authority pursuant to the laws of the State of California, (hereinafter "ACSIG") and Andrew Scott Lathrop ("Executive Director").

This Agreement establishes the terms and conditions of the Executive Director's employment with ACSIG. Whereas the Executive Director shall be subject to the control and direction of the ACSIG Joint Powers Board as implemented through the ACSIG Executive Committee. As Established in its chartering Joint Powers Agreement, ACSIG is governed by a Joint Powers Board with a standing Executive Committee responsible for on-going operations.

In this Agreement ACSIG and the Executive Director are collectively referred to as the "parties".

1. TERM

On January 1, 2024, ACSIG hereby engages the services of Executive Director to perform duties outlined in Exhibit A subject to the terms and conditions of the Agreement. By June 30 of each year, ACSIG's Executive Committee will evaluate this agreement and issue an evaluation to the Executive Director. With a positive evaluation of the Executive Director, this Agreement may be renewed automatically for an additional term of one year from July 1 through June 30. This Agreement may be terminated by either party by written notice given to the other at least three months prior to its termination date. If any such notice shall be given, this Agreement shall terminate on the next succeeding June 30. The Executive Director shall be subject to the control and direction of the ACSIG Joint Powers Board as implemented through the ACSIG Executive Committee.

2. SALARY

The schedule for the Executive Director's annualized salary shall be in accordance with Exhibit B. The Executive Director's initial annualized salary will begin at Step 2 and will increase by one step each July 1.

The schedule will be adjusted each July 1 at a minimum of 50% of the State funded Cost of Living Adjustment (COLA) in the Governor's budget for that fiscal year. At April 30 of each fiscal year, the weighted average of the salary/benefit increases settled with the teachers' union by member agencies will be calculated. If the annualized weighted average is greater than the previously calculated increase (50% of the State Funded COLA), the schedule will be adjusted to match the annualized weighted average calculation retroactive to July 1 of that program year. Prior year certified enrollment count will be used in the weighted average calculation.

3. DUTIES AND RESPONSIBILITIES

The Executive Director shall perform all duties of the Executive Director as described in the job description attached here as Exhibit "A" and incorporated herein by this reference. The Executive Director shall be subject to those personnel policies that do not conflict with the terms of this Agreement

4. PROFESSIONAL DEVELOPMENT

The Executive Director is expected to actively pursue professional development. This includes formal and informal training as well as attendance at appropriate professional meetings at local, state and national levels. The Executive Director will seek advance approval of the Executive Committee for professional development and periodically report to the Executive Committee on the appraisal of such opportunities.

5. MEMBERSHIP

ACSIG will support individual membership in approved professional organizations, not to exceed \$2,000 per year. The Executive Director shall submit requests for membership(s) to the Executive Committee.

6. EXPENSE REIMBURSEMENT

ACSIG will reimburse the Executive Director for actual necessary expenses incurred within the scope of employment so long as such expenses are permitted by ACSIG policy or incurred with prior approval of the Executive Committee.

7. AUTOMOBILE EXPENSES

The Executive Director is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. Therefore, the Executive Director shall be entitled to a \$500.00 monthly vehicle allowance as reimbursement for reasonable transportation expenses incurred during employment-related travel within the geographic confines of Alameda County. Reimbursement for the required travel outside the confines of ACSIG will be paid in accordance with the term of ACSIG policy.

8. FRINGE BENEFITS

The Executive Director shall be entitled to receive an amount not to exceed \$19,500 annually to purchase health, dental and vision benefits as are provided to other ACSIG employees consistent with current ACSIG policy . In the event the Executive Director

has health benefits provided outside of ACSIG, the equivalent of the cost of premiums for such benefits (not to exceed \$19,500 annually) will be treated as salary, to the extent permitted by law.

9. SICK LEAVE

The Executive Director shall earn (8) hours of sick leave each month, which may be carried forward from year to year.

10. VACATION LEAVE/HOLIDAYS

The Executive Director shall be required to render twelve months of full and regular service to ACSIG one and eighty-three hundredths (1.50) days of vacation with pay per month, to a maximum of accrual of twenty-five (25) days. After 5 years of employment, vacation leave will be earned at one and sixty seven hundredths (1.67) days of vacation with pay per month. After 10 years of employment, vacation leave will be earned at one and eighty three hundredths (1.83) days of vacation with pay per month. After 15 years of employment, vacation leave will be earned at two and eight three thousandths (2.083) days of vacation with pay per month.

The Executive Director will also be entitled to all ACSIG holidays as designated by the ACSIG Executive Committee and three (3) floating holidays per year. If this Agreement is terminated, the Executive Director shall be compensated for all unused accrued vacation at the salary rate effective at the time of termination. Vacation approval of the Board President shall be obtained prior to the use of vacation time exceeding 5 days.

11. EVALUATION

At the end of the first six months after the hiring date, the Executive Committee of ACSIG shall evaluate and assess in writing the performance of the Executive Director. The Executive Committee of ACSIG shall subsequently evaluate and assess in writing the performance of the Executive Director at least once a year during the term of this Agreement. The evaluation period shall be from July 1 to June 30 of each year and shall be reasonably related to the job description of the Executive Director and the goals and objectives of the Executive Director for the year in question.

In the event that the Executive Committee, collectively, determines that the performance of the Executive Director is unsatisfactory, it shall describe in writing said unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement where the Executive Committee deems performance to be unsatisfactory and all other instances where the Executive Committee deems such to be necessary or appropriate.

A copy of the written evaluation shall be delivered to the Executive Director and the Executive Director shall have the right to make a written response to the evaluation, which shall become a permanent attachment to the Executive Director's personnel file. Within thirty (30) days of the delivery of the written evaluation of the Executive Director, the Board shall meet with the Executive Director to discuss the evaluation.

In the event that the Executive Committee's evaluation of the Executive Director's performance is unsatisfactory, the Executive Director shall be given a reasonable time to correct performance. If the Executive Committee determines that the Executive Director's performance continues to be unsatisfactory, it may make a recommendation to the Joint Powers Board to terminate this Agreement by giving sixty (60) days notice to the Executive Director.

12. CHANGES OR TERMINATION OF AGREEMENT

The agreement is subject to modification by mutual written agreement at any time. This Agreement may be terminated by any of the following events:

- a. Mutual written agreement of the parties
- b. Retirement or death of the Executive Director
- c. Disqualifying disability of the Executive Director. The Executive Director may be removed from the position by ACSIG should the Executive Director be unable to perform the essential function of this position due to physical and/or mental condition as documented in a written evaluation by a licensed physician selected by ACSIG that indicates: (1) the inability of the Executive Director to further serve; or (2) the inability to serve for at least six (6) months as Executive Director; or (3) that the Executive Director is eligible for ACSIG disability policy.
- d. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in force and effect.

IN WITNESS WHEREOF, the parties hereto enter into this Agreement.

ON BEHALF OF THE GOVERNING BOARD OF THE ALAMEDA COUNTY SCHOOLS' INSURANCE GROUP

By: _____
Kevin Collins, President

Date: _____

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of the Executive Director.

By: _____
Andrew Lathrop, Executive Director

Date: _____

Exhibit A

Alameda County Schools Insurance Group “A Joint Powers Authority”

DUTIES OF THE EXECUTIVE DIRECTOR

The Executive Director provides leadership for the Alameda County Schools Insurance Group (ACSIG). Under the general direction of the Joint Powers Authority (JPA) Executive Committee, the Executive Director plans, organizes, manages and directs the insurance programs for participating JPA members; coordinates, supervises and provides staff support services including management of programs of workers’ compensation, property, liability and employee dental and vision benefits as well as supervision and review of third-party claims processing. The Executive Director provides advisory services to members of the JPA; supervises support staff; and performs various related duties.

DUTIES

Duties may include, but are not limited to, the following:

1. Administers all affairs of ACSIG, including preparation of agendas and minutes for Board of Directors and Executive Committee meetings and maintains all necessary files and records
2. Plans, develops, recommends and enforces policies, regulation and operational procedures
3. Supervises activities of JPA employees
4. Prepares and administers annual budget and assumes financial accountability for JPA funds
5. Serves as a member of all JPA committees
6. Acts as a spokesperson for the JPA to members districts, governing boards, related industry contact, the media and the public
7. Plans, develops and recommends procedures for the administrative operations of the comprehensive risk management program.
8. Establishes and maintains a countywide loss control program with emphasis on accident prevention.
9. Evaluates existing coverages and recommends additional coverage or cost-effective changes.

10. Monitors insurance programs to ensure effectiveness of brokers or claims administrators
11. Analyzes exposure of JPA members to various types of casualty losses
12. Analyzes risk associated with member districts and recommends and obtains insurance as appropriate
13. Provides on-going studies of the feasibility of alternate programs
14. Conducts continuous analyses to determine areas in which self-insurance would be advantageous
15. Keeps abreast of changes in the field of risk management and incorporates changes as appropriate
16. Manages the program for workers' compensation, property and liability insurance and employee dental and vision benefits
17. Negotiates rates, administrative fee schedules, administrative agreements, premiums, policy terms, and claims processing with insurance brokers and administrators
18. Manages state-wide Dental and Vision programs including monitoring accuracy of billings and payments
19. Works with Delta Dental and VSP to ensure all programs meet the needs of membership
20. Markets Dental and Vision Coalitions to prospective agencies
21. Works with various staff to ensure employee safety
22. Researches and implements innovative programs to address employee safety
23. Assists with implementation of prevention programs
24. Supervises the development and implementation of systematic claims processing records and control program
25. Develops standards and procedures
26. Provides technical expertise
27. Works with a third-party administrator
28. Performs various related duties.

QUALIFICATIONS:

Demonstrated knowledge of:

1. Principles, practices, procedures and laws governing JPA operations.
2. Preparation, analysis and review of JPA financial statements and budgets in accordance with Governmental Accounting Standards
3. Self-insured and other alternative risk financed workers' compensation programs.
4. Principles and procedures of liability claims processing.
5. Principles of supervision, training and performance evaluations.
6. Financial and other statistical analysis
7. Budgeting procedures and techniques.
8. Modern office procedures, methods and computer equipment
9. Program development, operations, funding and maintenance.
10. Excellent interpersonal and meeting facilitation skills.
11. Working for or with school districts.

Demonstrated Ability to:

1. Design work and programs with conceptualization and creativity
2. Organize, direct and implement comprehensive risk management, general insurance and liability claims programs.
3. Organize and deliver presentations to school boards and related type meetings.
4. Supervise, train and evaluate assigned staff
5. Interpret and make decisions in accordance with appropriate laws, rules and priorities.
6. Evaluate complex claims and establish adequate reserves.
7. Compile and maintain accurate and complete records and reports.
8. Communicate clearly and concisely, both orally and in writing.
9. Establish and maintain cooperative working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE:

1. A Bachelor's Degree from an accredited college or university with major coursework in public or business administration or a related field.
2. Five years of on-the-job management experience of increasing responsibility in an organization of similar size and scope is required.

Exhibit B

ACSIG Salary Schedule 2023/24

effective 7/1/2023

		1	2	3	4	5
Executive Director - per contract						
annual	\$	255,209				
monthly	\$	21,267.42				
Transitional Executive Director - per contract						
annual	\$	213,396				
monthly	\$	17,783.00				
Claims Assistant						
annual	\$	65,263	\$ 68,525	\$ 71,953	\$ 75,549	\$ 79,327
monthly	\$	5,438.58	\$ 5,710.42	\$ 5,996.08	\$ 6,295.75	\$ 6,610.58
Claims Examiner						
Executive Assistant to Executive Director						
annual	\$	72,019	\$ 75,002	\$ 78,051	\$ 81,169	\$ 86,145
monthly	\$	6,001.58	\$ 6,250.17	\$ 6,504.25	\$ 6,764.08	\$ 7,178.75
Clerical/Office Assistant	\$	31.38	per hour			