



Executive Committee Special Meeting

Friday, May 3, 2024

10:00 AM



Alameda County Schools Insurance Group (ACSIG)
5776 Stoneridge Mall Rd., Suite 130 Pleasanton, CA 94588

SPECIAL MEETING AGENDA Executive Committee

Date: Friday, May 3, 2024

Time: 10:00 AM

Location: Video Meeting

Join Zoom Meeting:

<https://us02web.zoom.us/j/7358807014?pwd=WW9PcGZvV2ZSY2hxWXI4WVJPTWVWU T09&omn=81999610238>

Meeting ID: 735 880 7014

Passcode: acsig24

I. Call to order 10:00 AM

II. Roll call

Executive Committee Members

Dr. Kevin Collins	President	San Leandro USD
Danielle Krueger	Vice President	Alameda USD
Jackie Kim	Secretary	Albany USD
Leigh Ann Blessing	Board Member	Alameda COE
Annette Heldman	Board Member	New Haven USD
Ruth Alahydoian	Board Member	Piedmont USD
Ahmad Sheikholelami	Board Member	Pleasanton USD

Kimberly Dennis	Executive Director	Alameda County Schools Insurance
Andrew Lathrop	Transitional ED	Alameda County Schools Insurance
Celina Flotte	Executive Assistant	Alameda County Schools Insurance

III. Acceptance of the Agenda

The Executive Committee will vote on the acceptance of the agenda.

IV. Public Comment on Closed Session Agenda Items

Pursuant to the Brown Act, each public agency must provide the public with an opportunity to speak on any matter within the subject matter jurisdiction of the agency and which is on the agency's agenda for that meeting. The Board of Directors allows speakers to speak on agendaized and non-agendaized matters under public comment. Comments are limited to no more than 3 minutes per speaker. By law, no action may be taken on any item raised during the public comment periods and matters may be referred to staff for placement on a future agenda of the Board of Directors

Closed Session

Pursuant to Government code section 54956.95, the Executive Committee is empowered to conduct a closed session to discuss matters affecting the JPA or a member of the JPA

A. Transitional Executive Director Evaluation

Open Session

V. Public Comment on Open Session Agenda Items

Pursuant to the Brown Act, each public agency must provide the public with an opportunity to speak on any matter within the subject matter jurisdiction of the agency and which is on the agency's agenda for that meeting. The Board of Directors allows speakers to speak on agendaized and non-agendaized matters under public comment. Comments are limited to no more than 3 minutes per speaker. By law, no action may be taken on any item raised during the public comment periods and matters may be referred to staff for placement on a future agenda of the Board of Directors

VI. Report of Action Taken in Closed Session

General

VII. Dannis Woliver Kelley Agreement

The Executive Director will present an agreement with Dannis Woliver Kelley. The Executive Committee is being asked to approve the contract.

Recommendation: For action

VIII. Adjournment



LOCATION CALL- IN SHEET
ALAMEDA COUNTY SCHOOLS INSURANCE GROUP
EXECUTIVE COMMITTEE MEETING

May 3, 2024

10:00 AM

Join Zoom Meeting

<https://us02web.zoom.us/j/7358807014?pwd=WW9PcGZvV2ZSY2hxWXI4WVJPTWVWUT09&omn=81999610238>

Meeting ID: 735 880 7014 Passcode: acsig24

Alameda County Office of Education

313 W Winton Ave.

Hayward, CA 94544

Leigh Ann Blessing (510) 670-4218

Alameda Unified School District

2060 Challenger Drive #100

Alameda, CA 94501

Danielle Krueger (510) 337-7066

Albany Unified School District

819 Bancroft Way

Berkeley, CA 94710

Jackie Kim (510) 558-3751

New Haven Unified School District

34200 Alvarado-Niles Rd.

Union City, CA 94587

Annette Heldman (510) 471-1100 ext 60413

Piedmont Unified School District

760 Magnolia Ave

Piedmont, CA 94611

Ruth Alahydoian (510) 594-2608

Pleasanton Unified School District

5758 W Las Positas Blvd

Pleasanton, CA 94566

Ahmad Sheikholeslami (925) 426-4307

San Leandro Unified School District

835 E 14th St

San Leandro, CA 94577

Kevin Collins (510) 667-3504



DANNIS WOLIVER KELLEY

Attorneys at Law

MARIE A. NAKAMURA

Attorney at Law

mnakamura@DWKesy.com

Sacramento

April 18, 2024

VIA EMAIL

Kimberly Dennis
Executive Director
Alameda County Schools Insurance Group
P.O. Box 2487
Dublin, CA 94568

Re: 2024-2026 Agreement for Professional Services

Dear Executive Director Dennis:

For almost five decades, DWK has provided quality legal advice and wise counsel to California school and community college districts. Our reward in this worthy endeavor is the opportunity to be your partner in achieving your core mission to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas.

Together, we have confronted and overcome a multitude of challenges from the local to the global and have stood by your side to help you change course repeatedly, pivot often and innovate in the moment. We remain your steadfast allies and will continue to support you with our full range of expertise to provide excellent education programs to millions of California students even in the face of a mercurial economy.

Attached is our Agreement for Professional Services for the 2024/2025 and 2025/2026 school years ("Agreement"). Our rate ranges have remained unchanged since 2022. With this Agreement, the top end of our attorney rate ranges is increasing by approximately five percent (5%) with one attorney's rate (Greg Dannis) increasing by eight percent (8%). Non-attorney rates (i.e., law clerks and paralegals) are also increasing by up to eight percent (8%). We agree to maintain these ranges for the two-year term of our Agreement. This means there will be no changes to the billing ranges during this time period; however, individual attorney hourly rates may be adjusted within the existing ranges during the term of the Agreement.

We look forward to serving ACSIG in the coming school years and continuing our mutually rewarding partnership. Please sign the attached Agreement, insert the date of Board approval, and return to the undersigned via email.

Best regards,

Dannis Woliver Kelley

Marie A. Nakamura
MAN:clb

SAN FRANCISCO

200 California Street
Suite 400
San Francisco, CA 94111
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH

444 W. Ocean Blvd.
Suite 1750
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO

750 B Street
Suite 2600
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

CHICO

2485 Notre Dame Blvd.
Suite 370-A
Chico, CA 95928
TEL 530.343.3334
FAX 530.924.4784

SACRAMENTO

555 Capitol Mall
Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039

EAST BAY

2087 Addison Street
2nd Floor
Berkeley, CA 94704
TEL 510.345.6000
FAX 510.345.6100

FRESNO

7170 N Financial Drive
Suite 135
Fresno, CA 93720
TEL 559.388.5802
FAX 559.388.5803

www.DWKesy.com

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on April 18, 2024, by and between the Alameda County Schools Insurance Group, hereinafter referred to as ACSIG, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, ACSIG and Attorney agree as follows:

SCOPE OF SERVICES. ACSIG appoints Attorney to represent, advise, and counsel it from April 18, 2024, through and including June 30, 2026, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of governing board action approving this Agreement are hereby ratified by said governing board approval.

Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice. Nothing in this Agreement and nothing in Attorney's statements to ACSIG should be construed as a promise or guarantee about the outcome of any matter.

CLIENT DUTIES. ACSIG shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with ACSIG's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, ACSIG agrees to pay Attorney at the following hourly rates: three hundred ninety-five dollars (\$395) to four hundred seventy-five dollars (\$475) for Shareholder Emeritus; two hundred sixty-five dollars (\$265) to three hundred ninety-five dollars (\$395) for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to three hundred fifteen dollars (\$315) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred seventy-five dollars (\$275) for Associates; one hundred thirty dollars (\$130) to one hundred ninety-five dollars (\$195) for Law Clerks; and one hundred thirty dollars (\$130) to two hundred ten dollars (\$210) per hour for Paralegals. Rates for individual attorneys and paralegals may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services to be provided with the exception of Greg Dannis whose hourly rate shall be \$485.

Agreements for fees for legal services at other than the hourly rates set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to ACSIG and shall apply to all services rendered after such notice is given.

Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for an ACSIG matter, or while attending meetings with or for ACSIG, it may be necessary for Attorney to concurrently work for and bill other clients. If, during the course of representation of ACSIG, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, ACSIG shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. ACSIG agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research and electronic record review platforms (i.e.,

Westlaw, e-discovery). ACSIG agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of ACSIG or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified. Any discount received on such services is passed along to ACSIG by Attorney.

ACSIG further agrees to pay third parties, indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. ACSIG will reimburse Attorney for such costs or may, upon agreement of ACSIG and Attorney, advance payment to Attorney for such costs and expenses.

Occasionally Attorney may provide ACSIG officials and/or employees with food or meals at Attorney-sponsored trainings or when working with ACSIG officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by ACSIG under this Agreement.

BILLING STATEMENT. Attorney shall send ACSIG a statement for fees and costs every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon ACSIG's request for additional statement information, Attorney shall provide a bill to ACSIG no later than ten (10) days following the request. ACSIG is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. ACSIG shall pay Attorney's statements within thirty (30) days after each statement's date.

ARBITRATION OF FEE DISPUTE. In order to avoid litigation in the event of any dispute concerning billings, it is agreed that any such dispute shall be submitted exclusively to binding arbitration before the American Arbitration Association. The arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of California. You acknowledge that by agreeing to arbitration, you are giving up the right to a jury trial. Judgement on any arbitration award may be entered by any court of competent jurisdiction.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of ACSIG. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a ACSIG employee or a pupil's parent or guardian. If ACSIG requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will comply with any applicable fingerprinting, background check, vaccine, or testing requirements.

CONSENT TO USE OF ELECTRONIC COMMUNICATION AND CLOUD SERVICES. To provide ACSIG with efficient and convenient legal services, Attorney will communicate and transmit documents using electronic communication services. Because electronic communication continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, ACSIG is consenting to such use of electronic communication services with ACSIG and ACSIG's representatives and agents. In addition, Attorney uses cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, ACSIG understands and consents to having communications, documents and information pertinent to ACSIG's matters stored through such cloud-based services.

FILE RETENTION. Attorney will retain files related to representation of ACSIG for a minimum period of seven (7) years after the conclusion of the Attorney's services for ACSIG. During this period, Attorney may retain such files exclusively in digital format and may destroy original paper documents provided by ACSIG after they are digitized unless requested by ACSIG to return the originals. At the expiration of the seven (7)-year period,

Attorney may destroy such files, including paper or digital copies, unless ACSIG notifies Attorney in writing that ACSIG wishes to take possession of them. Attorney agrees to provide a digital copy of all files related to representation of ACSIG upon ACSIG's request, excluding Attorney's internal files (e.g., administrative records and attorney work product, including drafts, notes, internal memoranda, and research prepared for Attorney's internal use) which are the Attorney's property.

PRIVACY NOTICE OF COLLECTION OF PERSONAL INFORMATION. Attorney respects ACSIG's privacy and aims to be transparent with ACSIG. For this reason, Attorney has adopted a privacy policy that describes all the information Attorney collects from or about ACSIG employees in the course of providing ACSIG with legal services, as well as how Attorney uses this information and how long Attorney will retain it. Attorney's privacy policy, which also describes ACSIG's rights as a consumer under applicable law, is accessible on Attorney's website at <https://www.dwkesq.com/ccpa/>. The terms and disclosures of this privacy policy are incorporated herein, and the signature on the agreement below confirms that ACSIG has read or will read Attorney's privacy policy. If ACSIG has any questions regarding Attorney's privacy policy or its rights, ACSIG should email Attorney at DataSecurity@dwkesq.com.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college ACSIGs, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving ACSIG, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to ACSIG. If ACSIG has any question about whether Attorney has a conflict of interest in its representation of ACSIG in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. ACSIG or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.


IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

ALAMEDA COUNTY SCHOOLS INSURANCE GROUP

Kimberly Dennis
Executive Director

Date

DANNIS WOLIVER KELLEY



Marie A. Nakamura
Attorney at Law

April 18, 2024
Date

At its public meeting of _____, 2024, ACSIG's governing board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.