



DANNIS WOLIVER KELLEY

Attorneys at Law

CHRISTIAN M. KEINER

Attorney at Law
ckeiner@DWKesq.com

Sacramento

May 10, 2024

VIA EMAIL

Kristi Schwiebert
Superintendent
Cambrian School District
4115 Jacksol Drive
San Jose, CA 95124
schwiefertk@cambriansd.com
andrewsc@cambriansd.com
grandeyc@cambriansd.com

Re: 2024-2026 Agreement for Professional Services

Dear Kristi:

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.

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.DWKesq.com

Kristi Schwiebert
May 10, 2024
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We look forward to serving the District 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



Christian M. Keiner
CMK:fh

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 10, 2024, by and between the Cambrian School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

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

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 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 District should be construed as a promise or guarantee about the outcome of any matter.

DISTRICT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District'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, District 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 District 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 a District matter, or while attending meetings with or for District, it may be necessary for Attorney to concurrently work for and bill other clients. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District 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. District 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). District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District 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 District by Attorney.

District 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. District will reimburse Attorney for such costs or may, upon agreement of District and Attorney, advance payment to Attorney for such costs and expenses.

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

BILLING STATEMENT. Attorney shall send District 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 District's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District 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 the District. 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 District employee or a pupil's parent or guardian. If District 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 District 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, District is consenting to such use of electronic communication services with District and District'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, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such cloud-based services.

FILE RETENTION. Attorney will retain files related to representation of District for a minimum period of seven (7) years after the conclusion of the Attorney's services for District. During this period, Attorney may retain such files exclusively in digital format and may destroy original paper documents provided by the District after they are digitized unless requested by the District to return the originals. At the expiration of the seven (7)-year period, Attorney may destroy such files, including paper or digital copies, unless District notifies Attorney in writing that District wishes to take possession of them. Attorney agrees to provide a digital copy of all files related to representation of District upon District'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 the District's privacy and aims to be transparent with District. For this reason, Attorney has adopted a privacy policy that describes all the information Attorney collects from or about District employees in the course of providing the District 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 the District'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 District has read or will read Attorney's privacy policy. If the District has any questions regarding Attorney's privacy policy or its rights, the District 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 districts, 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 District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District 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.

CAMBRIAN SCHOOL DISTRICT

Kristi Schwiebert
Superintendent

Date


DANNIS WOLIVER KELLEY



Christian M. Keiner
Attorney at Law

May 10, 2024

Date



Marie A. Nakamura
Attorney at Law

May 10, 2024

Date

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