

DANNIS WOLIVER KELLEY

Attorneys at Law

GREGORY J. DANNIS

Attorney at Law

gdannis@DWKesq.com

San Francisco

November 18, 2022

VIA EMAIL

Adam Clark, Ed.D.
Superintendent
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

Re: 2022-2024 Agreement for Professional Services

Dear Dr. Clark:

For more than 45 years, we have provided legal advice and counseling services to California school and community college districts. We appreciate more than ever 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 met the challenges of a worldwide pandemic 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 support you with our full range of expertise to provide quality education programs to millions of California students.

Attached is our Agreement for Professional Services for the 2022-2023 and 2023-2024 school years which includes some new terms enabling us to better meet current and future challenges on your behalf. For the first time, we are providing a two-year Agreement. This means there will be no changes to the billing ranges during this time period, although individual attorney hourly rates may be adjusted within the existing ranges.

We are excited to add the category of "Shareholder Emeritus" so that attorneys with decades of experience who have stepped back from active firm management can continue to offer you the highest level of legal expertise. We have added sections to comply with new laws in the areas of fingerprinting and vaccinations. Finally, our modes of communication and providing advice have been updated to keep pace with technology.

We welcome the opportunity to offer the Mt. Diablo Unified School District efficient and prompt service and the highest quality legal advice and counsel you deserve to expect.

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 1070
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

BERKELEY

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

We look forward to serving the District in the coming school year in a 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

A handwritten signature in blue ink that reads "Gregory J. Dannis". The signature is fluid and cursive, with the first name being the most prominent.

Gregory J. Dannis
GJD:HN

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on November 18, 2022, by and between the Mt. Diablo Unified 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, 2022, through and including June 30, 2024, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said 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.

CLIENT 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 two hundred sixty-five dollars (\$265) to three hundred seventy-five dollars (\$375) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to three hundred dollars (\$300) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty-five dollars (\$265) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred ninety-five dollars (\$195) per hour for Paralegals and Law Clerks. The rate range for Gregory J. Dannis and Shareholder Emeritus shall be three hundred ninety-five dollars (\$395) to four hundred fifty dollars (\$450) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Mr. Dannis' hourly rate shall be \$450. Agreements for legal fees at other than the hourly rate 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 Client 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, or attending meetings with or for District, it may be necessary for Attorney to 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 further 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). Any discount received on such services is passed along to Client by Attorney. 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.

District further agrees to pay third parties, directly or 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. Upon mutual consent of District and Attorney, District may either advance or reimburse 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 incurred 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 office'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.

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 complete fingerprinting and background check clearances as required by Education Code Section 45125.1 prior to commencing such services. Attorney further agrees to comply with applicable, prevailing state vaccine or testing requirements.

CONSENT TO USE OF E-MAIL AND CLOUD SERVICES. In order to provide District with efficient and convenient legal services, Attorney will 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, District is consenting to such e-mail transmissions 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.

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.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Adam Clark, Ed.D.
Superintendent

Date

DANNIS WOLIVER KELLEY



Gregory J. Dannis
Attorney at Law

November 18, 2022

Date

At its public meeting of _____, 2022, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.