



## PROFESSIONAL SERVICES AGREEMENT

No. \_\_\_\_\_

This Professional Services Agreement ("Agreement") is dated for convenience July 1, 2019 and is entered into agreement between Dannis Woliver Kelly Attorneys at Law (hereinafter "Contractor" or "Consultant") and the Pleasanton Unified School District (hereinafter "PUSD").

### RECITALS

Whereas, PUSD desires Contractor to provide professional legal services as detailed in Contractor's response to PUSD RFP 2018-19.09 for Professional Legal Services dated January 29, 2019 ("RFP"), (ATTACHMENT A), and

Whereas, Contractor represents itself as able and, for a consideration, willing to perform the services outlined in the Contractor's response to PUSD RFP 2018-19.09 for Professional Legal Services dated January 29, 2019 attached (ATTACHMENT B).

Now, therefore, the parties enter into this Agreement for Contractor to provide professional legal services to PUSD as detailed herein. This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: PUSD RFP 2018-19.09 for Professional Legal Services; Contractor's response to PUSD RFP 2018-19.09 for Professional Legal Services, W-9 Form, Certificate of Insurance, and Other General Conditions to Professional Services Agreement, (collectively constituting the "Agreement").

**A. TERM; EFFECTIVE DATE**

The initial term of this agreement shall be for one (1) year (July 1, 2019 – June 30, 2020), and is renewable for up to four (4) years by mutual agreement.

**B. SERVICES CONTRACTOR AGREES TO PERFORM**

Contractor agrees to perform the services provided for in PUSD RFP 2018-19.09 for Professional Legal Services

**C. COMPENSATION**

The breakdown of costs and payment schedule associated with this Agreement are detailed in Contractor's Response for Proposal, Section IV – Services and Billing. Contractor shall furnish invoices in a form acceptable to PUSD which shall include the full name of the individual employed by PUSD who requested the service shown on the invoice. All amounts paid by PUSD to the Contractor shall be subject to audit by PUSD. Upon receipt of an acceptable invoice, payment shall be made in a reasonable time upon approval by PUSD's Deputy Superintendent of Business Services, in his or her sole discretion that the services have been rendered satisfactorily, and in a professional and timely manner in accordance with this Agreement. If PUSD and Contractor mutually agree that the scope of work described herein is increased, the Agreement may also be increased provided that there is a prior written modification to the Agreement. It shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated. **In no event shall PUSD be liable for interest or late charges for late payments.**

**D. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

**NOTICE TO PUSD CONTRACT OFFICE:**

Pleasanton Unified School District  
Purchasing Department  
4750 1<sup>st</sup> Street  
Pleasanton, CA 94566  
Attn: Ellen Rebosura  
Ph: 925.426.4335 Fax: 925.462.6065  
Email: erebosura@pleasantonusd.net

**NOTICE TO THE CONTRACTOR:**

CONTRACTOR	Dannis Woliver Kelly, Attorneys at Law
CONTACT PERSON NAME	Deidree Y.M.K. Sakai
STREET ADDRESS	275 Battery Street, Suite 1150
CITY, STATE, ZIP	San Francisco, CA, 94111
TELEPHONE/FAX	(415) 543-4111/(415) 543-4384
EMAIL ADDRESS	dsakai@DWKesq.com

## Appendix A

### Calculation of Charges

Total Cost of the Agreement (Not to Exceed Amount) shall be \$ 80,000.00 . COMPENSATION TO CONTRACTOR SHALL NOT EXCEED THE AMOUNT AUTHORIZED BY THIS AGREEMENT.

Rate increases or changes, must have prior written approval from PUSD's Deputy Superintendent of Business Services.

*NOTE: All contractual agreements to exceed \$45,000 shall require prior approval of the PUSD Board of Trustees (BP 3312).*

**Pleasanton Unified School District  
Contractor's Disclosure Form Regarding PUSD Officials**

**To be completed by Contractor:**

Name of Contractor:	Dannis Woliver Kelly, Attorneys at Law
Services to be performed under the Agreement:	<b>TO PROVIDE: Professional Legal Services</b>
Schools/Locations where services will be performed:	<b>District-Wide</b>
Total amount to be paid by PUSD Under this Agreement not to exceed:	<b>COMPENSATION SHALL NOT EXCEED AMOUNT AUTHORIZED IN THIS AGREEMENT.</b>
Term of Agreement:	<b>Fiscal Year 2019-2020</b>

**Are any of Contractor's employees (or owners) ALSO current PUSD employees/Board members, or former PUSD employees/Board members within the last year?** (Check "Yes" or "No" as applicable.)

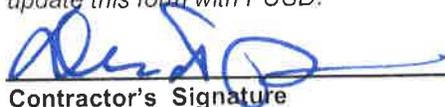
**NO.** None of Contractor's employees (or owners) are ALSO current PUSD employees/Board members, or former PUSD employees/Board members within the last year.

**YES.** Contractor's employees (or owners) listed in the table below are ALSO current PUSD employees/Board members, or former PUSD employees/Board members within the last year. (Complete the table below. The list may be continued on an additional page as needed.)

<u>NAME</u> of current PUSD employee/Board member, or former PUSD employee/Board member within the last year, who is <u>ALSO</u> Contractor's employee (or owner):	<u>JOB TITLE(S) AT PUSD</u> of current PUSD employee/Board member, or former PUSD employee/Board member within the last year, who is <u>ALSO</u> Contractor's employee (or owner):	<u>DATE</u> on which individual left PUSD employment/Board. <u>Or</u> , if the individual is currently an PUSD employee/Board member, write "current."	If individual is a current PUSD employee/Board member, <u>how is he/she to be paid?</u> (i.e., through PUSD Human Resources or Contractor plans to pay directly, etc.)

**Certification by Contractor:**

On behalf of Contractor, I hereby certify that, to Contractor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current PUSD employees or Board members, or former PUSD employees or Board members within the last year. Contractor will promptly update this form with PUSD.

  
Contractor's Signature

DATE

Deidree Y. M. K. Sakai  
Print Name of Signatory

## OTHER GENERAL CONDITIONS TO PROFESSIONAL SERVICES AGREEMENT

### 1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION

- a. This Agreement is subject to the budget and fiscal policies, regulations and practices of PUSD, and approval and appropriation of funds for this Agreement. Charges will accrue only after prior written authorization is provided by the authorized representative of PUSD and proper execution of this Agreement by the parties.
- b. The amount of PUSD's obligation hereunder shall not at any time exceed the amount herein stated.
- c. PUSD has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
- e. This section controls against any and all other provisions of this Agreement.

### 2. DISALLOWANCE

- a. If Contractor claims or receives payment from PUSD for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to PUSD upon PUSD's request. At its option, PUSD may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.
- b. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal or state programs. Contractor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

### 3. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to PUSD for three times the amount of damages which PUSD sustains because of the false claim. A person who commits a false claim act shall also be liable to PUSD for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to PUSD for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A person will be deemed to have submitted a false claim to PUSD if the person:

- a. knowingly presents or causes to be presented to an officer or employee of PUSD, a false claim for payment or approval;
- b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by PUSD;
- c. conspires to defraud PUSD by getting a false claim allowed or paid by PUSD;
- d. has possession, custody, or control of public property or money used or to be used by PUSD and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
- e. is authorized to make or deliver a document certifying receipt of property used or to be used by PUSD and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
- f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
- g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to PUSD; or
- h. is a beneficiary of an inadvertent submission of a false claim to PUSD, subsequently discovers the falsity of the claim, and fails to disclose the false claim to PUSD within a reasonable time after discovery of the false claim.

### 4. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by PUSD and in such case must be remedied or replaced by Contractor without delay at no additional cost to PUSD.

5. **QUALIFIED PERSONNEL**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with PUSD's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at PUSD's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project schedule specified in this Agreement.

6. **RESPONSIBILITY FOR EQUIPMENT**

PUSD shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by PUSD.

7. **TAXES**

Contractor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

8. **INDEPENDENT CONTRACTOR**

- a. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of PUSD. Contractor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between PUSD and Contractor or its agents and employees.
- b. Any terms in this Agreement referring to direction from PUSD shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as the means by which such a result is obtained. PUSD does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between PUSD and Contractor or its agents and employees.
- c. If any governmental authority should, nevertheless, determine that Contractor is an employee, then PUSD's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement under Section C., "Compensation". Contractor shall refund any amounts necessary to effect such reduction.
- d. Contractor shall also complete and file with PUSD the attached W-9 form.

9. **INSURANCE**

- a. Without in anyway limiting Consultant's liability pursuant to the "Indemnification" section of this Agreement, Consultant shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
  - 1) Commercial General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
  - 2) Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident.
  - 3) Professional Liability (E & O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$250,000 each claim.
- b. Commercial General Liability policy must provide the following:
  - 1) **Name as Additional Insured the Pleasanton Unified School District, its Board, officers and employees.**
  - 2) That such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
- c. If any policies are written on a claims-made form, Consultant agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.

- d. The Consultant shall provide PUSD with the appropriate certificate(s) of insurance prior to commencing performance. The Consultant shall also be obligated to notify PUSD in writing at least 30 (thirty) days in advance of any cancellation, non-renewal or reduction of any of its insurance policies required under this Agreement. Consultant also understands and agrees that PUSD may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

10. **INDEMNIFICATION**

Not applicable.

11. **LIABILITY OF PUSD**

PUSD'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED FOR IN SECTION C ("COMPENSATION") OF THIS AGREEMENT. PUSD SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS IN CONNECTION WITH THIS AGREEMENT.

12. **DEFAULT; REMEDIES**

- a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
- 1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement.
  - 2) Contractor (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement of any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property, (E) takes action for the purpose of any of the foregoing, or (F) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act.
- b. On and after any Event of Default, PUSD shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement for cause or to seek specific performance of all or any part of this Agreement. In addition, PUSD shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to PUSD on demand all costs and expenses incurred by PUSD in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. PUSD shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between PUSD and Contractor all damages, losses, costs, or expenses incurred by PUSD as a result of such Event of Default due from Contractor pursuant to the terms of this Agreement.
- c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

13. **TERMINATION**

- a. It is expressly understood and agreed that in the event the Consultant fails to perform its obligations under this Agreement, this Agreement may be terminated for cause by PUSD and all the Consultant's rights hereunder ended. Termination for cause shall be upon ten (10) days written notice to Consultant, and no work will be undertaken by Consultant after receipt of the notice. In the event this Agreement is terminated by PUSD pursuant to this paragraph; the Consultant shall be paid for services performed up to the date of termination.
- b. It is further understood and agreed that PUSD may terminate this Agreement for PUSD's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.
- c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to PUSD for an amount that represents the value of services actually performed up to the date of termination for which the Consultant has not previously been compensated as provided for herein. Upon approval and payment of this invoice by PUSD, PUSD shall be under no further obligation to the Consultant, monetarily or otherwise.

14. **CONFLICT OF INTEREST**

- a. Conflict of Interest Standards. The following is a brief overview of conflict of interest laws and policies. Contractor is responsible to know, and comply with, the full requirements of the law.
- 1) Under the California Political Reform Act (CPRA), codified in part as Government Code section 1090 and sequential, and section 87100 and sequential: No public official shall make, participate in making, or in any way attempt to use his or her official position, to influence a contract on behalf of the public agency when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.
  - 2) Government Code section 1090 defines "making" a contract broadly to include actions that are preliminary or preparatory to the selection of a contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations. (Cal. Govt. Code § 1090)
  - 3) State law limits the amount of gifts that may be received by public officials from a single source during a calendar year. In 2016, the gift limit is \$460 per source per calendar year. (See e.g. Cal. Govt Code 89503; 2 CCR 18940.2. See also [www.fppc.ca.gov](http://www.fppc.ca.gov))
  - 4) State law prohibits, with limited exceptions, certain former local public officials from appearing before their former public agency for the purpose of influencing a governmental decision for 12 months from the date the former employee left that public agency. (Cal. Govt. Code § 87406.3)
  - 5) State law bars a public agency employee from making governmental decisions regarding an organization which is engaged in employment negotiations with that public agency employee. (Cal. Govt. Code § 87407)
  - 6) Contractors and their representatives may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Contractors/representatives must submit a disclosure filing called a Statement of Economic Interests or "Form 700." (Cal. Govt. Code §§ 81000-91015; PUSD Board Rules and Procedures 9270, "Conflict of Interest Code")
- b. Obligations of Contractor. It is the obligation of the Contractor, as well as any subcontractors, to determine whether or not participation in a contract may constitute a conflict of interest. While PUSD staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of PUSD. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify PUSD immediately if it finds that a potential conflict may exist.
- c. Consultation with Counsel. PUSD strongly advises any Contractor, and any proposing/ bidding firm, to consult with its legal counsel to determine whether a conflict of interest may exist. It is the responsibility of a Contractor, or a proposing/bidding firm, to make that determination.
- d. Consequences of a Violation. Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. The government agency can seek repayment from the Contractor of any amounts already paid, and refer the matter to appropriate authorities for prosecution. Additional consequences may also apply.
- e. Disclosure Requirement. Contractor will submit to PUSD a list of all of Contractor's employees (including owners) who are also current PUSD Board members or employees, or former PUSD Board members or employees in the last year. Contractor will submit the attached "Contractor's Disclosure Form Regarding PUSD Officials." Contractor will update this form with PUSD, as needed, during the term of this Agreement. Exception: Public agencies that provide contract services to PUSD are not subject to this disclosure requirement.
- f. Compliance with Gift Limits. Contractor will abide by legal gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to PUSD officials, and in order not to place PUSD officials in conflict with any specific gift restrictions: (1) No Contractor or representative thereof shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any PUSD contracting or procurement official at any time. (2) No Contractor or representative thereof shall offer or give, directly or indirectly, any gifts in a calendar year to a PUSD official which exceed the allowable gift limit. (See e.g. Cal. Govt Code 89503; 2 CCR 18940.2. See also [www.fppc.ca.gov](http://www.fppc.ca.gov))

15. **PROPRIETARY INFORMATION OF PUSD**

- a. Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to proprietary or confidential information which may be owned or controlled by PUSD and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to PUSD, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by PUSD to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary or confidential information.
- b. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access confidential student information pursuant to prior written parental consent, legitimate educational interest in performing duties on behalf of PUSD under this Agreement, or other provisions of federal and state law permitting access to confidential student information. **Contractor shall not use confidential student data for any purposes other than providing services to PUSD pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of PUSD and any such re-disclosure shall be consistent with state and federal law.**
- c. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

16. **OWNERSHIP OF THE RESULTS**

Any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer data files and media or other documents prepared by Contractor in connection with services to be performed under this Agreement, shall be the property of and be promptly transmitted to PUSD. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent that such retention and use complies with Section 15 of this Agreement ("Proprietary Information of PUSD").

17. **EMAIL COMMUNICATIONS/SHARED DOCUMENTS**

PUSD may communicate and transmit documents using email. In addition, shared documents may be hosted on servers located in a facility other than PUSD's offices or school sites ("in the cloud"). The District uses reasonable precautions to keep electronic information secure and confidential; however, there may be risks to communicating and storing information in this manner. Contractor consents to allow email communication as well as having data stored "in the cloud."

18. **AUDIT AND INSPECTION OF RECORDS**

The Consultant agrees to maintain and make available to PUSD accurate accounting and other records relative to its obligations under this Agreement. The Consultant will participate promptly and cooperatively in any audits conducted by PUSD or its nominee, and permit PUSD or a representative to audit, examine and make copies from such books and records, and to perform audits related to all matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

19. **SUBCONTRACTING**

The Consultant is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

20. **ASSIGNMENT**

It is understood and agreed that the services to be performed by the Consultant are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of PUSD.

21. **NON DISCRIMINATION**

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

22. **WAIVER**

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

23. **MODIFICATION OF AGREEMENT**

This Agreement may only be modified or amended by written instrument executed and approved in the same manner as this Agreement.

24. **DISPUTE RESOLUTION**

- a. Prior to any action or resort to any legal remedy, PUSD and Contractor agree to exercise reasonable efforts, and to negotiate in good faith, to amicably resolve any dispute that may arise concerning the performance by either party of their obligations under this Agreement. If PUSD's and Contractor's project managers cannot resolve disputes through such negotiations, then the Parties' project managers will escalate the dispute to their respective executives who shall have authority to resolve the controversy and who are at a higher level of management than the project managers.
- b. In such event, either PUSD or Contractor shall give the other party written notice of any dispute not resolved by good faith negotiations between the Parties' respective project managers. Within fifteen (15) days after delivery of such initial notice, the receiving party shall submit to the other a written response. Both the initial notice, and the response, shall include (i) a statement of that party's position, (ii) a summary of arguments supporting that position, and (iii) the name and title of the executive who will represent that party and of any other person who will accompany the executive.
- c. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. If the executives cannot resolve the dispute to the satisfaction of both Parties, then PUSD and Contractor may attempt to mutually agree on the conditions under which such unresolved disputes can be referred to mediation or non-binding arbitration. If the parties do not mutually agree to mediation or non-binding arbitration, or mutually select a mediator or arbitrator for the dispute, or such efforts do not resolve the dispute, then either party may pursue any remedy available under California law.

25. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

26. **COMPLIANCE WITH LAWS**

Contractor shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

27. **GOVERNING LAW; VENUE**

This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be Alameda County.

28. **SECTION HEADINGS**

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

29. **ENTIRE AGREEMENT**

The entire Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

30. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**

- a. Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies).
- b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

31. **SEVERABILITY**

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

32. **OTHER EXPENSES**

District shall not be liable for expenses incurred by Contractor as a result of research when investigating any billing question.

*(Continued on the next page.)*

32. SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement on \_\_\_\_\_, 2019.

For DANNIS WOLIVER KELLEY For PLEASANTON UNIFIED SCHOOL DISTRICT

APPROVED:

APPROVED:

By:   
Authorized Signature

BY: \_\_\_\_\_  
David Haglund, Ed.D.  
Superintendent

All contractual agreements to exceed \$45,000 shall require prior approval of the Pleasanton Unified School District Board of Trustees (BP 3312).

Board Approval Date: \_\_\_\_\_  
*\*If amount exceeds \$45,000*

DANNIS WOLIVER KELLEY

Attorneys at Law



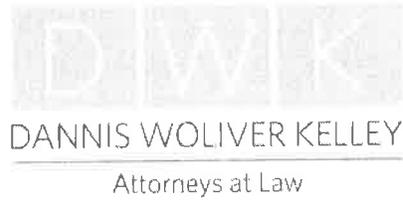
**PLEASANTON UNIFIED  
SCHOOL DISTRICT**

**DANNIS WOLIVER KELLEY'S RESPONSE TO  
REQUEST FOR PROPOSAL NO. 2018-19.09  
PROFESSIONAL LEGAL SERVICES**

**March 1, 2019**

Deidree Y.M.K. Sakai  
Shareholder  
275 Battery Street, Suite 1150  
San Francisco, CA 94111  
Tel: 415.543.4111  
Email: [dsakai@DWKesq.com](mailto:dsakai@DWKesq.com)

SAN FRANCISCO  
LONG BEACH  
SAN DIEGO  
SAN RAFAEL  
CHICO  
SACRAMENTO  
SAN LUIS OBISPO



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DANNIS WOLIVER KELLEY

Attorneys at Law

DEIDREE Y.M.K. SAKAI  
Attorney at Law  
dsakai@DWKesq.com

San Francisco

SAN FRANCISCO  
275 Battery Street  
Suite 1150  
San Francisco, CA 94111  
TEL 415.543.4111  
FAX 415.543.4384

LONG BEACH  
115 Pine Avenue  
Suite 500  
Long Beach, CA 90802  
TEL 562.366.8500  
FAX 562.366.8505

March 1, 2019

Ellen Rebosura  
Purchasing Coordinator  
Pleasanton Unified School District  
4750 First Street  
Pleasanton, CA 94566

SAN DIEGO  
750 B Street  
Suite 2310  
San Diego, CA 92101  
TEL 619.595.0202  
FAX 619.702.6202

Re: Response to Pleasanton Unified School District's Request for Proposal  
No. 2018-19.09 for Legal Services

SAN RAFAEL  
4040 Civic Center Drive  
Suite 200  
San Rafael, CA 94903  
TEL 415.543.4111  
FAX 415.543.4384

Dear Ms. Rebosura:

Enclosed please find a Statement of Qualifications and Proposal from Dannis Woliver Kelley to provide legal services to the Pleasanton Unified School District ("District"). Our practice is exclusively devoted to California public education clients, including 230 public school districts, community college districts, and county offices of education.

CHICO  
2485 Notre Dame Boulevard  
Suite 370-A  
Chico, CA 95928  
TEL 530.343.3334  
FAX 530.924.4784

Since 1976, DWK has provided trusted counsel and forward-thinking legal solutions to public school districts in all aspects of district operations. Our depth and range of education law experience are like no other law firm. Since we have clients throughout the state, we are aware of trends that impact your interests and recognize issues that others may fail to spot. We work in close collaboration with clients to devise practical strategies to serve the school districts' legal needs.

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

We offer the District high-quality, innovative, effective, and prompt legal services in each of the requested areas. Our practice groups are comprised of experienced attorneys who possess thorough knowledge of the issues and challenges facing public schools.

SAN LUIS OBISPO  
1065 Higuera Street  
Suite 301  
San Luis Obispo, CA 93401  
TEL 805.980.7900  
FAX 916.978.4039

This proposal describes our areas of specialization and our outstanding team of experienced attorneys. I am authorized by DWK to sign this letter and submit our proposal. I will serve as the primary contact for the District. My contact information is on this letter and within our proposal.

www.DWKesq.com

Ellen Rebosura  
Pleasanton Unified School District  
March 1, 2019  
Page 2

If you have any questions, please do not hesitate to contact me. We very much look forward to interviewing with your team and to continue working with you in all aspects of the District's operations.

Sincerely,

DANNIS WOLIVER KELLEY

A handwritten signature in dark ink, appearing to read 'Deidree Y.M.K. Sakai', with a long horizontal flourish extending to the right.

Deidree Y.M.K. Sakai

DYS:jk  
Enclosures

## SECTION I - AREAS OF EXPERTISE

Dannis Woliver Kelley is widely recognized as the premier education law firm in the state, with all the depth and breadth of practice that implies, so only summaries of the major substantive areas of our practice fit within the page limits of Section II of this proposal.

We have placed a check mark next to the areas of expertise for legal services for which our firm would like to contract.

### 1. LABOR RELATIONS SERVICES AND PERSONNEL LAW

- Expert application of the California Education Code
- Employment practices including hiring and evaluation issues, coordination of leaves and the accommodation of employees with disabilities
- Advice and representation in connection with the application of federal, state and local employment laws, including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity Act, the Americans with Disabilities Act and California Fair Employment and Housing Act
- Pay and retirement system issues
- Employee dismissals, suspensions, terminations and/or investigations of misconduct, including representation in related administrative and court proceedings
- Responses to complaints, including under the District's Uniform Complaint Procedures
- Layoffs, non-reelections and administrator reassignments
- Analysis of bargaining unit proposals
- Preparation of PUSD collective bargaining proposals
- Negotiations with bargaining units
- Representation at bargaining sessions
- Drafting of counterproposals and contract language
- Advice and representation regarding unfair practices charges and grievances
- Dispute arbitration and resolution
- Other labor relations services as may be required

DANNIS WOLIVER KELLEY  
ATTORNEYS AT LAW

## 2. CONTRACT ADMINISTRATION SERVICES

- Analysis of and recommendations regarding the effect and application and enforcement of contract language
- Drafting, review and negotiation of selected contracts, including those for real estate and construction, software licensing, e-rate, etc.
- Advice and representation regarding competitive bidding issues, contractor prequalification and responsibility issues
- Other contract administration services as may be required

## 3. STUDENT AND SPECIAL EDUCATION-RELATED SERVICES

- Analysis of and recommendations regarding student discipline issues, including "manifestation determinations"
- Advice and representation regarding appropriate student placements under the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Americans with Disabilities Act and representation in related administrative proceedings such as "due process" hearings and state and federal court proceedings, including attorneys' fees disputes
- Advice regarding special education issues, including, but not limited to eligibility, assessments, Free Appropriate Public Education issues, least restrictive environment, "search and serve" obligations, and requests for placement in non-public schools
- Advice regarding release of student records, including privacy regulations such as SOPIPA, FERPA, COPPA, CIPA and AB-1584
- Consultation prior to and during the hearing of student expulsion appeals by the PUSD Board of Trustees
- Consultation prior to and during the hearing of inter-district attendance appeals by the Board
- Advice about student use of electronic communication devices and social media as it pertains to student discipline
- Review special education issues upon request and provide guidance to Board and Administration
- Represent the district in mediation upon request
- Represent the district at all stages of due process beyond mediation including administrative law, commissioner, state board and court proceedings
  - Serve as the district's liaison to the legal representatives/advocates of parents
  - Review special education contracts upon request.



- Other student-related services as may be required

#### 4. LITIGATION SERVICES

- Ability to initiate and prosecute litigation and defend PUSD in litigation in State and federal courts, including all related phases such as preparation of complaints and other pleadings, law and motion, discovery, witness preparation, trial and appeal
- Familiarity with dispute resolution techniques, including arbitration and mediation
- Other litigation-related services as may be required

#### 5. BOARD RELATED SERVICES

- Advice regarding potential conflicts of interest on the part of the Superintendent, the Board, or PUSD as a whole
- Advice regarding the open meeting requirements of the Ralph M. Brown Act and the implications for the Board, staff and all legally constituted committees and subcommittees and related bodies
- Attendance, upon request, at meeting of the Board, Board committees or subcommittees, or groups convened by the Superintendent or designee
- Consultation on issues relating to the Board's policies and administrative regulations
- Review of claims under the California Tort Claims Act
- Advice on requests for information under the California Public Records Act and/or the Freedom of Information Act
- Charter school issues, including review of charter school petitions, facilities requests, renewals and appeals

#### 6. PROFESSIONAL LIABILITY

- Attorneys
- Architects
- Engineers
- Accountants
- Brokers
- Healthcare
- Technology

DANNIS WOLIVER KELLEY  
Attorneys at Law

## 7. MISCELLANEOUS SERVICES

- Review of proposals and proposals for legal sufficiency and responsiveness
- Review of legal documents and process not already described in these specifications
- Analysis of legal issues not already described in these specifications

## 8. OTHER SERVICES (be sure to include descriptions in Section II)

- Construction
- General Liability
- Environmental Law
- Public Entity Litigation
- Surety and Fidelity Bonds
- Bankruptcy and Insolvency
- Insurance Law
- Property
- Workers Compensation
- Special Education
- Public Procurement
- Administrative Regulations
- Developer Fees
- Eminent Domain
- Regulatory approvals for school sites, construction and modernization
- Election Issues
- School District Organization and Reorganization Issues
- Media Relations
- Retention of electronic records (including email)



## SECTION II – FIRM BACKGROUND AND INFORMATION

### 1. ABOUT DANNIS WOLIVER KELLEY

Dannis Woliver Kelley (DWK) is a full service education law firm focused entirely on serving the legal representation needs of California public school districts, county offices of education, community colleges and other educational organizations. Established in 1976, we were the first California law firm to devote its practice to governing boards, public schools and education. With nearly 60 attorneys and seven offices across the state, DWK is one of the largest majority women-owned law firms in the country. Our clients are more than 230 public school districts, community college districts, and county offices of education across the state.

DWK provides trusted counsel and forward-thinking legal solutions on all education law issues from board ethics to students' rights, collective bargaining to charter oversight, litigation to construction, and bond finance to business, property and technology. Our depth of experience and expertise is unmatched in California and provides an invaluable resource to our clients. As legal counsel to over 230 districts and county offices throughout the state, we are keenly aware of trends that impact our clients' interests. We recognize issues that others may fail to spot, and work in an innovative, preventive and practical manner with clients to stay ahead of and resolve issues before they become problematic.

We are a diverse firm committed to excellence in the practice of education law. We offer the Pleasanton Unified School District high-quality, effective, and prompt legal services in each of the requested areas. Our practice groups are comprised of experienced attorneys who possess thorough knowledge of the issues and challenges facing public schools. Our practice groups cover the areas of:

- Labor Relations
- Personnel Management
- Business, Property and Construction
- Students and Special Education
- Counsel to Governing Boards
- Charter Schools
- Litigation
- Public Finance

Throughout our history we have worked with and counseled districts of all sizes and demographics. DWK is a full-service education law firm, able to act as General Counsel and provide support services in all areas in which the District needs legal services. We strive to educate school districts on how to address legal issues proactively, with online bulletins, free webinars, and frequent training programs. More information on the extensive trainings and in-services we offer to school districts may be found at our website, [www.DWKesq.com](http://www.DWKesq.com).

DWK's education law experience matters:

- We understand your issues based on our history of representing California school districts of all sizes and in wide-ranging circumstances.
- We know how the Education Code, the Government Code, the Public Contract Code and other applicable codes interrelate specifically for school districts so that we can better promote and defend your interests.

DANNIS WOLIVER KELLEY  
Attorneys at Law

- We can provide accurate advice on the spot, reducing or eliminating the need for time-consuming and expensive research, resulting in lower overall cost to our clients, even when compared with firms offering lower rates.

Our approach is to meet your needs as efficiently and effectively as possible. Often, we can respond to issues in a phone call or email, rather than providing extensive research that goes beyond the scope of your needs. We know the importance of a timely response, and we respond to your calls and emails during the same day. As your advocates and part of your team, we keep you informed and work to meet your goals, whether by a single phone call, complex litigation or anything in between.

Specific to the areas solicited in this section:

Firm background and experience in the area: DWK practices exclusively in the area of education law, and exclusively for educational clients. We represent well over 230 school and community college districts, county offices of education, and related clients in every part of California.

Clients in Alameda County: Alameda Unified School District; Berkeley Unified School District; Castro Valley Unified School District; Chabot-Las Positas Community College District; Dublin Unified School District; Fremont Unified School District; Hayward Unified School District; Livermore Valley Joint Unified School District; New Haven Unified School District; Newark Unified School District; Oakland Unified School District; Ohlone Community College District; Peralta Community College District; Piedmont Unified School District; Pleasanton Unified School District; San Leandro Unified School District; San Lorenzo Unified School District.

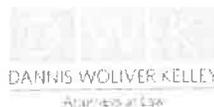
Number of years in educational services: DWK has over 40 years of experience in education law. We are widely regarded as the premier education law firm in California.

Number of attorneys in firm/in Alameda County: We currently have 59 attorneys in our seven offices statewide. Of those, approximately 34 regularly work for our Alameda County clients.

Organizational chart and matrix: DWK is organized in three levels of attorneys: shareholders, special counsel/of counsel, and associates. As reflected in the resumes of the attorneys proposed for the District in this Proposal, the team would be a mix of levels of experience and concomitant billing rates.

Commitment to perform efficiently and effectively: We suggest that the District contact the references on our list, or any of our other clients statewide, and elicit input about the DWK approach. We are confident that they will report that DWK attorneys are effective, experienced, responsive, and cost-effective. We have regular "DWK Way" trainings for all of our attorneys. This multi-part training focuses on such matters as: responding promptly to client contacts; most cost-effective approaches to client issues; sharing previously developed work product; and avoiding unnecessary billing.

DWK looks forward to continuing to build a relationship with the Pleasanton Unified School District. Our proposal describes school law experts who, under the leadership of firm shareholder **Deidree Sakai**, located in the firm's San Francisco office, are ready, willing and able to support the Pleasanton Unified School District.



## 2. NARRATIVES TO SUPPLEMENT DWK'S AREAS OF EXPERTISE:

### (1) LABOR RELATIONS SERVICES AND PERSONNEL LAW

The DWK Labor, Employment and Personnel practice group (LEAP) has a depth and breadth of experience that is unique among law firms serving school districts.

In the area of labor relations, our attorneys serve as members of the district bargaining team as well as lead negotiators; participate and strategize during caucuses; develop negotiations plans and strategies; and, assist and counsel districts in the preparation of proposals, responses and counter proposals. We often advise and assist clients in drafting written, spoken, and public communications regarding negotiations. Our team has successfully represented districts in thousands of grievances and contract arbitration proceedings. In cases where impasse procedures are invoked, DWK has extensive experience in mediation, fact-finding, and post fact-finding activities, including, in worst cases, coping with concerted activities and strikes.

Our extensive work in the area of collective bargaining across the state allows us to be uniquely aware of and knowledgeable about critical issues such as teacher evaluations, health benefits, healthcare cost containment, retirement plans and benefits, STRS and PERS requirements, and creative and effective approaches to compensation and cost-saving measures.

Our years of experience with the Educational Employment Relations Act (EERA) and the Public Employment Relations Board (PERB) allow us to provide successful legal representation in PERB proceedings, and meaningful counsel from preventing the filing of unfair labor practice charges through defending the district if charges are filed.

In the area of employment and personnel, we represent clients in areas such as layoffs, employee discipline and dismissals from inception through writ actions and disputes before the State Teachers' Retirement System, the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, and the Office of Civil Rights. Our attorneys are experienced in workplace investigation, progressive discipline, and termination. We counsel clients on the costs and realities of dismissal proceedings and work closely with clients to consider all reasonable options. We have successfully represented districts in suspending and dismissing certificated and classified employees for cause at hearings and in civil appeals of dismissal actions.

Our firm has successfully handled hundreds of employment discrimination complaints on behalf of our clients before the U.S. Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, and the U.S. Department of Education's Office of Civil Rights. We have successfully defended clients in lawsuits in both state and federal court for alleged violations of Title VI, Title VII, sections 1981 and 1983 of the Civil Rights Act, the state Fair Employment and Housing Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act.

Our guidance has helped districts settle or resolve matters that might otherwise have escalated into legal confrontations. We encourage clients to be preventive and proactive, and assist them by providing workshops on any and all labor, employment and personnel issues.

DANNIS WOLIVER KELLEY  
ATTORNEYS AT LAW

## (2) CONTRACT ADMINISTRATION SERVICES

Our work in nearly all of the substantive areas covered by this Proposal includes in-depth contract work. Thus, whether it is negotiating labor agreements, construction contracts, or settlement agreements, all of the attorneys in the firm are proficient in drafting, negotiating and enforcing contract language, and able to advise clients on the effect of terms in agreements.

Our forms of agreement for real estate, business and for construction are widely accepted throughout California as the gold standard. We have negotiated and enforced provisions of numerous E-rate and licensing contracts, along with cell tower agreements for district sites in every part of the state.

As part of our extensive Construction practice, we provide ongoing advice and representation on construction contract procurement, and competitive bidding issues, including bid protests and procurement requirements. We have developed strong prequalification documents, and advise on how best to modify them and administer prequalification programs for specific projects. We advise and represent districts on responsibility issues, including representing clients in administering responsibility determination due process.

When contract enforcement is needed, we evaluate options based on circumstances, district objectives and contract language. We have many successful cases enforcing contracts, although most of the time we are able to reach a settlement that is beneficial to our client rather than incur the cost of trial.

## (3) STUDENT AND SPECIAL EDUCATION-RELATED SERVICES

DWK provides legal advice regarding all types of student issues and all aspects of special education, including eligibility determinations, preschool issues, assessment, IEP meetings, placement, discipline, inclusive education, least restrictive environment, due process hearings and subsequent appeals. We also assist our clients when responding to complaints filed with the Office for Civil Rights and the California Department of Education. We emphasize preventive measures to keep our clients out of due process hearings and encourage pre-hearing mediation or IEP meetings if appropriate, and other cost efficient options to keep district resources focused on serving students rather than litigation.

Issues involving students frequently require on-the-spot answers. On a daily basis, we answer questions concerning a wide range of issues, including student records requests, inter-district transfer requests, district's right to search student lockers and backpacks for drugs and/or weapons, student discipline, First Amendment rights, IEP planning, and the myriad of special education questions that frequently come up, ranging from child find to Section 504 versus IDEA, to least restrictive environment, to manifestation determinations.

Each year, we assist our clients in dozens of student discipline hearings and appeals to county offices of education. We are well versed in the rights guaranteed students under state and federal constitutions, and we provide our clients with opinion letters regarding current, challenging student issues. We also anticipate problems and provide pro-active to address potential issues before they become a liability.



Our combined experience, talents and unfailing optimism are essential in dealing with the complex and often intractable problems that frequently arise in special education matters. Our attorneys hold over 80 years of collective experience in student and special education issues and, as such, are prepared to answer any question. Some of our attorneys also have a teaching background enabling a unique perspective most firms do not offer.

We are also very aware of the substantial expense associated with special education litigation and have developed successful alternative dispute resolution practices to assist clients in resolving matters early and without costly litigation. We also provide extensive training to clients in all areas of special education to ensure staff are appropriately serving students and avoiding the potential for legal challenges. We provide clients a thorough cost-benefit analysis to aid in reaching an informed decision whether to settle or litigate.

#### (4) LITIGATION SERVICES

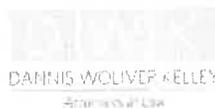
As is evident from the descriptions throughout this Proposal, DWK has a well-established and very successful practice initiating, prosecuting and defending litigation in every area of our practice. Our litigation in employment, special education, students, construction, real estate, CEQA, board matters, and charter schools, especially, sees our lawyers involved in drafting pleadings, arguing motions, engaging in extensive discovery, participating in dispute resolution, handling trials, and appellate practice. We possess a unique expertise in education law, as well as in the special claims and defenses afforded public entities and the special procedures that govern them. This concentration enables us to devise sound strategies for resolving disputes expediently and cost-effectively.

Some recent high-profile litigation matters handled by DWK attorneys include representing Los Angeles Unified School District in the *Vergara* litigation; defending districts who have established Level 3 developer fees and filing amicus briefs for interested parties; litigating CEQA challenges to school district construction contracts up to the California Supreme Court; litigating and settling a \$25 million construction contractor claim; key decisions in labor and employment law; and successful appellate practice in high-risk special education claims.

We also have developed a well-recognized expertise in mediation, particularly in large-scale construction litigation and disputes with design professionals. Other dispute resolution approaches, such as arbitration and informal negotiations, also factor into nearly every area of our practice.

#### (5) BOARD-RELATED SERVICES

DWK was the first, and so far only, education law firm to develop a Board Ethics, Transparency and Accountability (BETA) practice group. The group developed as a result of the increasing challenges and scrutiny that school districts and governing boards face on issues of public governance and accountability, as well as our unparalleled and longstanding expertise on those issues. BETA brings together attorney experts who regularly advise school district boards and officials on the full scope of ethics and governance issues and who understand the nuances, intersections and interconnections of these issues, as well as the important public functions these laws serve. Typical BETA issues include:



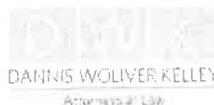
- Advice regarding conflicts of interest;
- Compliance with the Brown Act and the Public Records Act including litigation under both acts;
- Campaign and election law, including compliance with the California Voting Rights Act and restrictions on campaign advocacy;
- Informal and formal investigations of complaints;
- Drafting, revising and interpreting California statutes and regulations;
- Drafting, revising and interpreting Board Policies and Administrative Regulations;
- Compliance with audits, grand jury and other "watchdog" proceedings, and administrative agency investigation and enforcement proceedings;
- Reviewing and advising on claims under the California Government Claims Act (formerly "Tort Claims Act"); and
- Attending meetings of the Board, including acting as Brown Act or general counsel in meetings, and attending committee and subcommittee meetings.

As part of the above services, we advise clients on the entire range of conflict-of-interest issues facing public officials and public employees, including questions arising under the Political Reform Act and Government Code section 1090 and offer counsel on the spectrum of ethical dilemmas that arise in school districts, including prohibitions on mass mailings, gift rules and reporting requirements, and the doctrines of incompatible offices and incompatible activities. We work with school districts to examine their at-large elections in light of the California Voting Rights Act and assist with the transition to by-trustee area elections to avoid litigation. We also provide trainings for board and staff regarding Form 700 reporting and avoidance of conflicts. We represent our clients in Fair Political Practices Commission (FPPC) investigations.

DWK attorneys are the leading legal experts on charter school issues in California and have taken an active role in shaping charter school policy. DWK's team provides advice, consultation and representation related to charter school matters, including public hearings, processing charter petitions, approval or denial of petitions, revocation of petitions, Proposition 39 facility requests, conversion and start-up requirements, calculation of pro-rata share fees, administrative service fees, and appropriate monitoring procedures. We have litigated many landmark cases through the California Supreme Court interpreting the Charter Schools Act and school district obligations for the provision of facilities to charter schools under Proposition 39. We also participated in the process for creating the charter school regulations, advocating school district interests on behalf of CSBA, and we represented CSBA in the legal challenge to those regulations. We have engaged in litigation on behalf of school districts challenging authorization of out of district charters.

#### (6) PROFESSIONAL LIABILITY

DWK has extensive experience in making and litigating errors and omissions claims against **Architects** and **Engineers** (as well as program/construction managers and other consultants). We have enforced contract provisions against **Accountants**, **Brokers**, and **Technology** consultants. Our work in the area begins with strong contracts and our professional consultant agreements are in use with school districts throughout the state. We counsel clients during the project and during pendency of any contractor claims or litigation. We do not have a practice in **Attorney** or **Healthcare** professional liability claims, and do not propose in those areas.



### (7) MISCELLANEOUS SERVICES

Dannis Woliver Kelley is the oldest education law firm in California. Our entire client base is school and community college districts. We can safely say in responding to this section, relating to legal issues not described in these specifications, that if such issues arise, DWK can handle them, and probably has handled them for numerous other clients before. There is no substitute for experience. In other words, no firm provides more or better experience across the board than DWK.

Specific to the areas noted in this section, we regularly prepare and review proposals for legal sufficiency and responsiveness, whether it be for a litigation expert, a district consultant, or from another public entity. Similarly, implicit in the work described throughout this Proposal, we regularly review legal documents and process for compliance with the law (and Board policies) and for meeting district needs and interests.

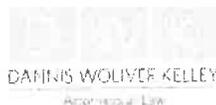
### (8) OTHER SERVICES

**Construction:** DWK was the first education law firm in California to develop a comprehensive construction practice. DWK's construction practice includes: bond counsel services; contractor, architect, construction management and other consultant procurement, including bidding or negotiating contracts; construction phase advice and claims resolution; closeout services; and dispute resolution and litigation.

DWK's construction team assists our clients with all of the planning and counseling needed to precede going for a bond as well as meeting with Boards and staff throughout the pre-election phase to advise on fundraising issues, and assisting with early procurement of professional services.

Our forms of agreement for construction and for consultant contracts have been accepted all over the state for many years for projects funded under Proposition 39 bonds and all other funding sources. DWK construction lawyers focus on strong but enforceable language, and on terms that protect the district's fund and schedule. We have developed a widely accepted set of construction contract documents ("front-end" documents) that dozens of school districts and community college districts are using as the basis of their bid documents. We prepare Requests for Qualifications/Requests for Proposals for design professionals, project inspectors, construction managers and other consultants, assist with the selection process, and negotiate the agreements with the consultants. We have worked on various other alternate approaches to construction procurement and contracting, such as developer-built schools, multiple-prime contract, lease-leaseback, design-build, and energy service contracts.

Our expertise includes handling bid protests and withdrawals, subcontractor substitution requests, sole source materials designations, stop payment notices, delay claims, differing site conditions claims, excessive requests for information, and project close-out. DWK has advised public entity clients concerning construction labor issues, including compliance with prevailing wage laws, skilled and trained workforce requirements, project labor agreements and, where necessary, establishing "reserved gates" in the event of a labor dispute. When necessary, we assisted with the termination of contractors and project completion by the surety or replacement contractor and have handled construction defect and/or design defect cases after completion of the work.



We have prepared the Bond Implementation Toolkit as a reference guide and training tool for districts that captures much of issues related to construction projects and bond programs.

**General Liability:** Addressed in previous Section 4.

**Environmental Law:** We advise and represent districts in California Environmental Quality Act (CEQA) compliance and challenges. We assist our clients in procuring a qualified CEQA consultant, preparing their contract, and working with the consultant and client in preparing and revising the necessary environmental document. We advise on necessary and optional CEQA processes, prepare board findings and resolutions, and review and help draft responses to public comments as needed. In many cases, we have succeeded in negotiating with groups or public entities to avoid CEQA litigation while still allowing our clients' projects to go forward. Where negotiation does not result in resolution, we have successfully litigated CEQA matters involving alleged traffic impacts, noise, historic resources, and view impacts in trial and appellate courts, including the California Supreme Court.

**Public Entity Litigation:** Addressed in previous Section 4.

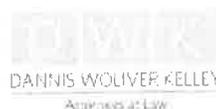
**Surety and Fidelity Bond:** As part of the firm's construction practice, we regularly deal with Surety and Fidelity Bond issues. Our front-end documents include district-protective bond forms, and we assist the district team on enforcement of the terms. Where necessary, we bring in bonding companies on troubled projects, and have negotiated (and litigated) many surety takeover agreements where contractors have defaulted or severely hampered projects.

**Insurance Law:** We have significant experience with Insurance Law and policy language, which frequently comes into play in our litigation practice. Our contracts typically require various forms of insurance, and dealing with coverages, limits, indemnity language, and exclusions is a regular part of our work. Our litigation against architects and other consultants typically triggers insurance coverage and issues between the parties related to that.

**Bankruptcy and Insolvency:** We have represented several districts in pursuing Bankruptcy and Insolvency remedies in the construction and facilities context, although in most cases the only real resources available to clients are insurance and surety rights.

**Property:** We have handled Property and Eminent Domain matters for school districts all over the state. We assist in site acquisition, including drafting and negotiating terms of purchase and escrow, and are experienced in completing the due diligence necessary for state approval. When necessary, we are skilled in using eminent domain to obtain either a satisfactory settlement or a successful judgment. We have substantial experience regarding asset management, including sales and leases of surplus sites, joint use agreements, community recreation act agreements, licenses, and joint occupancy arrangements. We also have extensive experience dealing with the legal, practical, and political issues raised by school closures and surplus property disposition. We have assisted clients in the removal of tenants, including unlawful detainer proceedings. We also have assisted clients in joint ventures with private-sector developers, non-profit corporations or other local agencies, either to obtain funding by private-sector commercial or residential development, or to provide community use and shared support of facilities such as playgrounds, auditoriums, libraries and gymnasiums.

**Workers Compensation:** DWK is not proposing to provide services for **Workers Compensation**.



**Special Education:** Addressed in previous Section 3.

**Public Procurement:** DWK provides counsel to districts on the full range of construction-related and other business matters, including purchasing and public bidding; contract drafting and negotiations; technology contracts; energy service contracts; food service, transportation, and maintenance contracts; formation and operation of joint powers agencies; and fund raising and foundation issues. Our knowledge of the Public Contract Code, the Education Code, and the Civil Code uniquely qualifies us to enforce contracts on the District's behalf with or without litigation.

Along with the construction and property-related procurement, DWK has a strong Public Procurement practice. We advise clients on all types of purchasing and negotiations, including setting up Uniform Public Construction Cost Accounting Act (UPCCAA) contracting, "piggyback" contracting, formal and informal bidding, and all types of negotiated procurement. We also advise and represent districts on problem procurement issues, including representing the Southwestern Community College District in its recovery efforts from a widely publicized construction procurement scandal. The Bond Implementation Toolkit that we have prepared includes charts and reference guides to help districts navigate the different statutes.

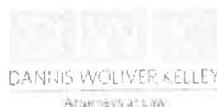
**Administrative Regulations:** Addressed in previous Section 5.

**Developer Fee:** We have developed an expertise in Developer Fee analysis and resolution, including representing such local districts as Livermore Unified School District, Dublin Unified School District, and Fremont Unified School District, to institute Level 1, Level 2 and Level 3 fees. We have handled numerous cases defending districts' issuing fees and filing amicus briefs on behalf of interested third parties. We provide advice and counsel to districts regarding exceptions to developer fees. We have prepared the Developer Fee Digest for districts to use as a reference and/or training.

**Eminent Domain:** See Property above.

**Regulatory approvals for school sites, construction and modernization:** We are also well versed in the procedures required to obtain approval of school site acquisition from the Department of Toxic Substances Control (DTSC), and have negotiated oversight agreements with DTSC for supervision over the preparation of preliminary endangerment assessments. We continue to monitor and advise clients on the evolving requirements for streamlining review of environmental studies by DTSC with the CEQA process. We also have worked with school districts to obtain clearances from entities such as DTSC, the California Regional Water Quality Control Board, and local air quality management districts related to the evaluation and remediation of soil, air and groundwater contamination or other hazardous conditions resulting from projects occurring on school district land, both before and after such properties have been acquired. We have handled and successfully settled a case against a Los Angeles-area school district by the U.S. Environmental Protection Agency under CERCLA for contribution to the clean-up of a landfill into which school district-generated wastes had been deposited.

We also occasionally advise and represent clients in dealing with toxic exposure and contamination matters, National Environmental Protection Act (NEPA) compliance, Army Corps of Engineers (tidewater issues), and the like.

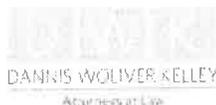


**Election Issues:** We provide guidance to districts related to board member campaigns and bond and parcel tax measure elections, and can analyze and provide parameters for permissible forms of communications, use of district venues, and activities of board members and employees during such campaigns. We work with voter polling firms and campaign consultants to distill critical information for the development of bond and tax measures.

**District Organization and Reorganization:** We have represented districts in complicated matters of District Organization and Reorganization, and related matters of forming Joint Powers Authorities and special taxing districts. On one recent matter, DWK handled the spinoff of an elementary school district from a unified school district.

**Media Relations:** We have worked with many clients on their Media Relations, including drafting press releases and announcements, counseling for interviews, and working with Public Information Officers on full-scale media interaction to recover from bad press.

**Retention of electronic records (including email):** We advise school districts on the California Public Records Act (CPRA) and the Federal Educational Records Privacy Act (FERPA) and consistently advise and directly handle requests for public records for our clients, including requests for personnel records, medical records, leave of absence records, electronic mail records, employee evaluations, complaint and disciplinary records, absenteeism records, and records relating to bid proposals and outcomes, as well as exemptions and redactions. We also have litigation experience in defending districts against parties seeking to compel disclosure of records deemed exempt from disclosure under the CPRA. For example, we successfully denied an unduly burdensome request on the basis that it came from an ineligible requestor and helped the district avoid being a defendant in a class-action lawsuit concerning statewide school facilities.



### 3. PROPOSED TEAMS AND RESUMES

Service Area	Primary Contact(s)	Additional Team Members
Labor Relations Services and Personnel Law	Greg Dannis	Peter Rittling, Tami Culkar, Loren Carjulia, Nicole Phillips
Contract Administration Services	Deidree Y.M.K. Sakai	Clarissa Canady, Lauren Charneski, Rachel Brilliant, Sean Mick
Student and Special Education-Related Services	Matt Tamel	Amy Levine, Matt Juhl-Darlington, Loren Carjulia, Kasmira Brough, Jennifer Choi
Litigation Services	William Tunick	Keith Bray, Christian Keiner
Board Related Services	William Tunick	Greg Dannis, Clarissa Canady



**Deidree Y.M.K. Sakai** is a Shareholder in the San Francisco office and is a member of the Business, Property and Finance, Construction and Litigation Practice Groups. She has represented school districts and community college districts on various construction matters including bid protests, stop payment notice actions, construction defect, and delay claims. She has prepared and negotiated construction contracts for consultants and contractors for a variety of project delivery methods as well as energy service contracts. She also advises districts on a variety of real property and business matters. She has litigated diverse construction matters in state and federal courts in California, Hawaii and Nevada.



**Greg Dannis** is Shareholder in the San Francisco office, President of Dannis Woliver Kelley, and a member of the Labor, Employment and Personnel (LEAP) Practice Group. He is also a board member and immediate past board president of the Hillsborough City School District. Greg has expertise in all aspects of public sector employer/employee relations and is experienced in the full range of personnel-related issues, including hiring and termination, effective evaluation practices, and documentation of employee performance.



**Clarissa Canady** is Managing Shareholder of the San Francisco office and Chair of the firm's Business, Property and Finance Practice Group. She is also a member of the firm's Litigation and Charter Schools Practice Groups. She has represented public entities in real property transactions and land use issues her entire career. Her practice includes property acquisition and disposition, leasing, construction financing, compliance with statutory and regulatory procedures such as California Environmental Quality Act, Field Act and other related land use matters.





**Matt Tamel** is Shareholder in the firm's San Francisco office and is the Chair of the Students and Special Education Practice Group. Matt has dedicated nearly his entire career to public education. He worked as a public school teacher (English) in the San Francisco Bay Area for almost 10 years before becoming an attorney. Since joining DWK, Matt has counseled school districts on special education matters, compliance with federal and state student education laws, responding to pupil records and California Public Records Act requests, and Uniform Complaint Procedures, to name a few areas.



**William Tunick** is a Shareholder in the firm's San Francisco office and Chair of the firm's Board Ethics, Transparency and Accountability (BETA) and Litigation Practice Groups. His practice focuses on elections, governance issues, and representing school districts in a variety of state and federal litigation.



**Matt Juhl-Darlington** is a Shareholder in DWK's Chico, San Francisco and San Rafael offices. He is a member of the Students and Special Education; Labor, Employment and Personnel (LEAP); and Litigation Practice Groups.



**Keith Bray** is Shareholder in the Sacramento office and member of the firm's Labor, Employment and Personnel, Board Ethics, Transparency and Accountability, Charter Schools and Litigation practices. Prior to joining DWK, Keith served as General Counsel to California School Boards Association (CSBA) and Director of the Education Legal Alliance. At CSBA, Keith assisted in the drafting of over 30 amicus briefs and letters filed in state and federal courts supporting public education and completed the legal review of all sample district and county board policies and administrative regulations prepared by CSBA.



**Peter Rittling** is a Shareholder in the San Francisco office and is a member of the Labor, Employment and Personnel (LEAP) Practice Group. His practice includes arbitrations and administrative litigation, collective bargaining, workplace investigations, and advice and counsel on labor relations, contract interpretation, and discipline matters.



**Christian Keiner** is the Managing Shareholder of the San Luis Obispo office and has been practicing education law for more than 35 years. He represents school and community college districts in civil litigation, labor personnel, and governance and administrative law matters.



**Amy Levine** is a Shareholder in the San Francisco and San Rafael offices and was recently chair of the firm's Litigation Practice Group. She is also a member of the firm's Students and Special Education and Labor, Employment and Personnel (LEAP) Practice Groups. Amy has over ten years representing private schools, school districts and other public entities in employment, labor, student and special education matters, and 20 years of litigation experience.



**Tami Culkar** is Special Counsel in the firm's San Francisco office and practices in the Labor, Employment, and Personnel (LEAP) group. For more than ten years, she has represented public school district clients in labor and personnel matters including hiring, discipline, negotiations and contract administration. She regularly handles PERB hearings and arbitrations.



**Lauren Charneski** is Special Counsel in DWK's San Francisco office, representing school and community college districts, and other nonprofit education entities, in a variety of construction, business, and charter school matters. Her focus provides a balanced understanding of the financial, administrative, and operational issues that often overlap practice areas.



**Rachel Brilliant** is Special Counsel in DWK's San Francisco office and a member of the Business, Property, and Construction and Litigation Practice Groups. Rachel represents school districts and community colleges in a wide variety of matters. Her services include counseling clients in all phases of planning and construction of educational facilities, drafting and negotiating business, facility, and property agreements, including construction documents and other construction-related professional service agreements, and handling pre-litigation and litigation related to facilities construction.



**Loren Carjulia** is Of Counsel in the San Rafael and San Francisco offices. He has been involved in education law for almost thirty years. He has represented school districts in a variety of matters including student and attendance discipline, employee layoffs and dismissals, IEPs, and administrative hearings. He has presented before governing boards and administrators on subjects such as The Brown Act, employee investigations, and student searches and discipline.



**Sean Mick** is an Associate in the Sacramento Office. He is a member of the Business, Property and Construction and Public Finance practice groups. He advises clients on a variety of transactional matters affecting school districts and community college districts, including contract negotiation and interpretation, construction documentation, public works procurement methods, real property acquisition, leasing and disposition of property, public records requests, and public agency borrowings.





**Kasmira Brough** is an Associate in the San Francisco office. She is a member of the Litigation and Students and Special Education Groups. Prior to joining the firm, Kasmira served as a Litigation Specialist in San Francisco and as an attorney in Worcester, Massachusetts. In these roles, Kasmira independently managed attorneys and represented clients in civil litigation and transactional matters.



**Jennifer Choi** is an Associate in the San Francisco office. She is a member of the Students and Special Education Group. Prior to joining the firm, Jennifer was an attorney at a law firm in Seattle, Washington. Her practice focused on advising and defending school districts on student issues, public records requests, and employment law.



**Nicole Phillips** is an Associate in the firm's San Francisco office and is a member of the Labor, Employment and Personnel practice group. Prior to joining Dannis Woliver Kelley, Nicole was an attorney at another law firm in the San Francisco Bay Area and represented school districts and other public entities in various stages of civil litigation.

### SECTION III – REFERENCES

DWK represents school districts of every size and location throughout California. Below is a list of clients tailored to the size and location of the District that may be contacted at your convenience.

**Donald Evans, Ed.D.**  
**Superintendent**  
**Berkeley Unified School District**  
 2020 Bonar Street, Suite 322  
 Berkeley, CA 94702  
 (510) 644-6206  
 Superintendent@berkeley.net

**Kelly Bowers, Ed.D.**  
**Superintendent**  
**Livermore Valley Jt. Unified School District**  
 685 East Jack London Boulevard  
 Livermore, CA 94551  
 (925) 606-3281  
 kbowers@lvjUSD.k12.ca.us

**Kim Wallace, Ed.D.**  
**Superintendent**  
**Fremont Unified School District**  
 4210 Technology Drive  
 Fremont, CA 94538  
 (510) 657-2350  
 kwallace@fremont.k12.ca.us

**Cheryl Jordan**  
**Superintendent**  
**Milpitas Unified School District**  
 1331 East Calaveras Boulevard  
 Milpitas, California 95035  
 (408) 635-2600  
 cjordan@musd.org

(continued)

**Gina Carreon**  
**Assoc. Superintendent, HR/Labor**  
**Twin Rivers Unified School District**  
 3222 Winona Way North  
 Highlands, CA 95660  
 (916) 566-1600 Ext 50379  
 Gina.Carreon@twinriversusd.org

**Sue Massey-Clover**  
**Director, Sp. Education & Sp. Projects**  
**Washington Unified School District**  
 930 Westacre Road  
 West Sacramento, CA 95691  
 (916) 375-7600  
 smasseyclover@wusd.k12.ca.us

**Mark Herbst**  
**Assistant Superintendent, Special**  
**Education Office**  
 Modesto City Schools District  
 426 Locust St.  
 Modesto, CA 95351-2699  
 (209) 574-1600  
 herbst.m@mcs4kids.com

#### SECTION IV – SERVICES AND BILLING

1. DWK can submit invoices to a central billing contact, or to departments, as requested. General matters are divided by practice area as a matter of course; we open matter billings for discrete assignments as appropriate which further facilitates allocating invoices to the correct payment source. We are very used to clients asking for invoices to be directed to different locations (e.g., to a bond manager's office for construction matters). A sample bill is attached. Our Accounting Manager is Crystal Evers (located in our San Francisco office), and she and her staff are well organized and capable of responding to billing or payment inquiries.
2. We use Juris billing software. We track our time in 0.1 hour increments; we bill a minimum of 0.3 hour for initial substantive inquiries in a particular day. We are capable of invoicing electronically per the District's request; these arrangements vary between clients and we have been able to meet all such requests. We close our billing cycle on the last day of each month.
3. In matters for which we request to bring in lawyers from offices other than San Francisco, we would only bill travel from the San Francisco office. See table attached for our range of rates.

<b>Attorney Category</b>	<b>Hourly Rate</b>
Senior Shareholders (Greg Dannis)	\$365
Shareholders, Special Counsel, Of Counsel	\$225 - \$335
Associates	\$185 - \$235
Paralegals/Law Clerks	\$130 - \$150
Other Personnel	n/a

4. We have offices in San Francisco, Sacramento, San Rafael, Chico, Long Beach, San Diego, and San Luis Obispo. The work for the District would be based in our San Francisco office,



which is approximately 39 miles from the District. The commute from the San Francisco office can vary from 45 minutes to one and one-half hour.

5. Unlike many law firms, DWK does not see its infrastructure as a source of income. We bill at our costs, without markup.

Supportive Service	Cost
Word Processing	No charge
Copying Costs	\$0.10 per page
Express/Overnight Postage	Cost
Fax Transmittals	No charge
Voice Mail	No charge
Other services: i.e., Consultants	Cost

6. DWK will stipulate to the following discount on a percentage basis it will give PUSD for total dollar amount consumed of legal services on a monthly basis. The District will use the discount to deduct from its monthly invoice. The District does not guarantee that any specific quantity or dollar amount will be ordered.

Monthly Dollar Amount Range	Monthly Percentage Discount
\$15,000 to \$25,000	0%
\$25,001 to \$50,000	0%
\$50,001 to \$100,000	1.0%
\$100,001 to \$150,000	1.0%
\$150,001 and above	2.0%

7. DWK will give PUSD cash discount incentives for the credit periods listed below:

Credit Period	Percent Discount
15 to 20 days	1.0%
21 to 30 days	1.0%
31 and above	0%

8. Timelines of service.

Service	Response and/or Turnaround
Return calls or voice mails	Same day, or overnight if after hours
Return emails	Same day, or overnight if after hours
Routine and repetitive requests	Same day, depending on request

If timeliness of service does not meet the District's expectations, we will make adjustments to increase the timeliness, including deepening the team and/or reassigning matters to different team members. Luckily, DWK has a deep bench of experienced attorneys that can support or takeover matters. Many of the team members identified are experienced in more than one area (i.e. Keith Bray and Chris Keiner also have expertise in Labor Relations Services and Personnel Law; Matt Tamel, Amy Levine, and Deidree Sakai also have expertise in Litigation).

DANNIS WOLIVER KELLEY  
ATTORNEYS AT LAW

9. We provide **client trainings** in every area of our practice. We would be willing to offer requested trainings at a flat reduced cost of \$1,500 for half-day, \$2,500 for full-day.

Each year, DWK provides dozens of in-service trainings, webinars, focus groups, consortia, and other presentations and seminars for school districts in various locations throughout the state. Following are some examples, including the firm's Education, Labor and Employment Law (Ed Lab) Series, Student Issues Trainings, Charter Authorizers Seminars, and Construction Presentations:

#### **Board Ethics, Transparency and Accountability (BETA)**

- » Gift Reporting and Other Sources of Income
- » Smarter Use of Legal Services by Public School Districts
- » Brown Act Compliance
- » Ethics and Conflicts of Interest Concerns
- » Student Rights and Discipline
- » Board Meetings and Parliamentary Procedure

#### **Labor, Employment and Personnel**

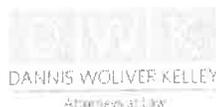
- » Core Values and Principled, Ethical Negotiations
- » Sexual Harassment Prevention
- » Layoff Clinics
- » Managing Leaves – FMLA, Disability, and Workers' Compensation
- » Evaluation, Documentation, and Discipline
- » Free Speech and Concerted Activities
- » Certificated Employees – Classification and Employment Rights
- » Handling Complaints Against Employees
- » Reasonable Accommodations and the Interactive Process
- » Principled, Ethical Negotiations
- » Communications Strategies During Negotiations
- » Effective Grievance Processing and Contract Administration
- » The New Public Employment Relations Board
- » Education, Labor and Employment Law Series (Ed Lab)

#### **Construction**

- » Developer Fee Compliance Refresher
- » Ethical Procurement Practices
- » Construction 101/201
- » Remedies for Contractor Failures
- » Avoiding Common Pitfalls in Procurement, Insurance and Construction
- » Avoiding Construction Claims
- » Construction Projects Claims Analysis
- » Top 10 Ways Districts Succeed with Their Construction Programs

#### **Business Contracts**

- » Procurement 101
- » Buying Without Bidding
- » Public Contracts and Bidding Procedures: A Primer for Administrators



- » Best Practices in Business Contracting
- » Recognizing and Avoiding Conflicts of Interest in the Business Office Property
- » Turning Ground Into Gold: Strategies for Maximizing the Return on Surplus District Property
- » Dealing with CEQA Problems
- » After the Bond Election: Meeting Proposition 39 Requirements
- » Developer Fees - Do's and Don'ts

### **Students and Special Education**

- » 504 in a Nutshell
- » Access to Programs and Facilities: Title II of the ADA
- » Acting Out in Cyberspace: How Far Can the School's Jurisdictional Arm Extend?
- » An Introduction to Positive and Equitable School Climate
- » Bullying, Harassment, and School's Legal Obligations: Avoiding Liability Before It Is too Late
- » Counseling and Confidentiality
- » Creating a Culturally Competent Expulsion Process
- » Anti-Discrimination/Harassment
- » Student Records under the California Education Code, FERPA, and California Public Records Act
- » Serving Immigrant Students
- » Student Diversity in an Era of Standardization
- » SPED Think Tank Seminars

### **Charter Schools**

- » Charter Authorizers Training
- » Charting a Course with Charter Schools: Developing and Maintaining an Effective Oversight Process
- » What Every School Board Member Should Know about Charter Schools
- » What a School Business Official Should Know about Charter Schools
- » Alternatives for Financing Charter School Facilities
- » Charter School Facilities: the Cutting Edge

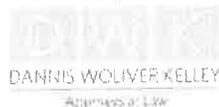
### **Litigation**

- » Handling Government Claims
- » Miscellaneous: Territory Transfer and reorganization. Voting Rights Act.
- » Handling Subpoenas and Obtaining Restraining Orders
- » Disaster Preparedness

10. We have extensive experience in taking over legal representation at every stage of proceedings. We would first meet with the superintendent and senior administrator soon after selection to become acquainted with their perspective on our current issues, to set priorities, and to establish communication procedures. Then, we would work on getting the files transferred to our office and, if useful, and with the District's permission, communicate with prior counsel to get additional background. We pride ourselves in our professionalism and our cooperation with counsel to protect the client's interests.
11. DWK regularly submits bulletins on important developments in the law and legislation to all of its clients. Additionally, we circulate a comprehensive year-end summary of important legislation and case law in each substantive practice area.

**SECTION V – REQUIRED FORMS**

Please see attached.



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**SECTION V**  
**FORMS TO BE COMPLETED AND RETURNED****PROPOSAL FORM**

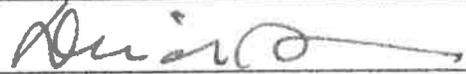
My firm's response to the Request for Proposals is attached and identified as my official response to RFP 2015-16.12 Professional Legal Services.

Undersigned agrees to furnish the services stipulated in the attached proposal and signifies acceptance of the terms, conditions and specifications contained in Pleasanton Unified School District RFP 2015-16.12.

The governing board of Pleasanton Unified School District reserves the right to reject any and all proposals and/or waive any irregularities or informalities in the bidding process.

**Company Name:** Dannis Woliver Kelley

**Address:** 275 Battery Street, Suite 1150  
San Francisco, CA 94111

**Signature:**  **Date:** 3/1/19

**Print Name:** Deidree Y.M.K. Sakai

**Title:** Shareholder

**Phone:** (415) 543-4111

**Fax:** (415) 543-4384

**E-mail:** dsakai@DWKesq.com

**NONCOLLUSION DECLARATION TO BE EXECUTED BY  
PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the a Shareholder \_\_\_\_\_ (title) of Dannis Woliver Kelley \_\_\_\_\_ (company name), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/1/19 [date], at San Francisco [city], California [state].



Signature

Deidree Y.M.K. Sakai

Name (printed)

**RECEIPT OF REQUEST FOR PROPOSAL (RFP) AND ADDENDA  
(TO BE EXECUTED AND RETURNED)**

Upon return of the completed RFP for Legal Services, the proposer shall acknowledge receipt of the RFP, all supporting documents, and all addenda. It is the proposer's responsibility to check the District website at <http://go.pleasantonusd.net/bids> for addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

Document Name	Initial
1 RFP dated <b>January 29, 2019</b>	<b>DB</b>
2 Addendum 1 (if applicable)	
3 Addendum 2 (if applicable)	
4 Addendum 3 (if applicable)	
5 Addendum 4 (if applicable)	
6 Addendum 5 (if applicable)	
7 Addendum 6 (if applicable)	
8 Addendum 7 (if applicable)	

I, the undersigned, on behalf of the (proposer) certify that I have received all documents listed above.

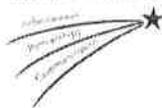
  
 \_\_\_\_\_  
 Signature

3/1/19  
 \_\_\_\_\_  
 Date

Shareholder, Dannis Woliver Kelley  
 \_\_\_\_\_  
 Title

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Pleasanton Unified School District



January 29, 2019

PROPOSAL: Request for Proposal No. 2018-19.09

SUBMISSION: March 1, 2019

TIME: 2 PM

NOTICE IS HEREBY GIVEN that the Pleasanton Unified School District (District) of Alameda County, State of California, will receive up to and not later than 2 PM local time on March 1, 2019 sealed Proposals for the following scope of work:

***Professional Legal Services***

Such Proposals shall be received at the Pleasanton Unified School District, Purchasing Office, 4750 First Street, Pleasanton, CA 94566. Envelopes containing Proposals shall be sealed and clearly marked "RFP 2018-19.09" Professional Legal Services.

Each Proposal must conform and be fully responsive to this invitation and all other documents comprising the pertinent contract documents, submitted on the printed forms provided by the Pleasanton Unified School District, and sealed in an envelope.

No oral, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled submittal deadline will be returned unopened. Proposals must bear original signatures and figures.

The RFP is available on the District website at <http://go.pleasantonusd.net/bids>.

Award of a contract or contracts will be made to the firm(s) offering the most advantageous proposal in the applicable area(s) of specialization. The District is not obligated to make an award and is not obligated to accept the lowest priced proposal, but will make any award in the best interest of the District after all factors have been evaluated.

The District reserves the right to accept or reject any or all proposals, alternate proposals, or unit price, in whole or in part, or waive any formalities, technical defect, clerical error, or irregularity in any proposal received, and to be the sole judge of the suitability of the services offered. All Proposals shall be valid for one hundred twenty days (120) days after the Proposal opening date.

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**SCHEDULE OF EVENTS FOR  
RFP 2018-19.09  
PROFESSIONAL LEGAL SERVICES  
FOR THE PLEASANTON UNIFIED SCHOOL DISTRICT**

Release of Request for Proposal (RFP)	January 29, 2019
Deadline for Questions and Inquiries	February 25, 2019 4 PM
Deadline for Submission of Sealed Proposals	March 1, 2019 2 PM
Proposal Opening & Review of Interview Criteria	March 1, 2019 – March 8, 2019
Interview of Finalists (please reserve this date on your calendars)	May 29, 2019
Panel Recommendation to Board of Education	June 11, 2019
Contract Start Date	July 1, 2019

*Note: All dates subsequent to receipt of proposals are estimated and subject to change without notice.*

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**RFP 2018-19.09**  
**PROFESSIONAL LEGAL SERVICES**  
**FOR THE**  
**PLEASANTON UNIFIED SCHOOL DISTRICT**

**INTRODUCTION**

The Pleasanton Unified School District (PUSD) is inviting interested legal firms to demonstrate their ability to provide professional legal support for PUSD in the areas of labor relations, contract administration, student and special education related services, litigation services, Board related services, professional liability services, and other legal services as required. PUSD will be selecting multiple firms to supply the above referenced services based on the needs of the District, the firms' areas of expertise, experience, responses to the Scope of Services section of this RFP, and the interview process.

**BACKGROUND**

The Pleasanton Unified School District (PUSD) is a suburban school district serving approximately 14,800 students from preschool through grade twelve. PUSD has nine elementary schools, three middle schools, two comprehensive high schools, an alternative education program, an adult education program, a special education pre-school, a STEAM pre-school, and a before- and after-school child care program. The student population is 46% White, 10% Hispanic, 39% Asian, 2% Black and 4% other (rounded to nearest percent). Like many California school districts, it faces significant challenges in providing equitable, high quality education for a population of students who are starting to vary widely in linguistic, cultural and socioeconomic background. Direct instructional programs are provided to meet the diverse needs of underserved students.

The District also provides schools with a wide range of support services in instruction, business, personnel, and technology which enhance the districts' ability to provide a quality education for students.

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## ***GENERAL TERMS AND CONDITIONS***

### **ALTERATION OR VARIATION OF TERMS**

It is mutually understood and agreed that no alteration or variation of the terms of this proposal shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

### **ASSIGNABILITY**

The successful Proposer shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District, nor shall the successful Proposer assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, nor claim for any money due or to become due hereunder, shall be asserted against the District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District.

### **COMPLIANCE WITH STATUTE**

The Proposer warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

### **CONTRACT TERM**

The initial term of this contract shall be for 1 year (July 1, 2019 through June 30, 2020) and is renewable for up to four (4) additional years by mutual agreement.

### **STAFFING BY SELECTED PROPOSER**

The selected Proposer shall assign qualified professional staff with appropriate licenses, credentials, permits, knowledge, skills, and disciplines to complete the work covered under this RFP. The District will evaluate the qualifications and availability of key persons to be assigned to serve the District.

### **DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP will become the property of the District and will be returned only at the District's option and at the Proposer's expense. With the exception of confidential financial data, the original response shall be retained for official files and will become a public record after the date and time for final quote submission as specified.

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**ERASURES**

The proposal submitted must not contain any erasures, interlineations, or other corrections.

**ERRORS AND OMISSIONS**

If a Proposer discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, the Proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for quoting purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefore.

If a Proposer fails to notify the District, prior to the date fixed for submission of quotes, of an known error in the RFP, or an error that reasonably should have been known, the Proposer shall quote at his own risk; and if awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Proposer should carefully examine the entire RFP and any addenda thereto and all related materials and data referenced in the RFP or otherwise available and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

**FINANCIAL STABILITY**

Proposer certifies that it is a financially stable, going concern. Proposer agrees that if awarded a contract, it will provide immediate written notice to District in the event a petition in bankruptcy is filed by or against Proposer, or if Proposer is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of Proposer is appointed in any suit or proceeding, or if Proposer makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to Proposer in any jurisdiction.

**FINGERPRINTING REQUIREMENTS**

The District anticipates that the Proposer will not have contact with any students of the District. However, if the Proposer determines that a visit to a school campus is necessary, the Proposer shall arrange with the District to be accompanied by a District employee at all times or comply with Education Code 45125.1.

**INDEPENDENT CONTRACTOR**

While performing services for PUSD, the selected Proposer shall be an independent contractor and not an officer, agent, or employee of the District.

**INSURANCE REQUIREMENTS**

If selected, Proposer shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

**MODIFICATIONS**

Changes in or additions to the Proposal Form, alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the Request for Proposals may result in the rejection of the proposal as not being responsive to the Request for Proposals. No oral or telephonic modification of any proposal submitted will be considered.

**NON-COLLUSION STATEMENT**

Proposers are required to submit the attached Non-Collusion Statement with their Proposals.

**PREPARATION OF PROPOSAL**

PUSD is requesting ONE (1) Original, EIGHT (8) copies and ONE electronic copy (provided on CD/DVD or USB Drive) of the proposal submitted. All proposals submitted must be in sealed envelopes/boxes bearing on the outside the name of the Proposer, the address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the Proposer to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

**PLEASANTON UNIFIED SCHOOL DISTRICT RIGHTS AND OPTIONS**

The Pleasanton Unified School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate Pleasanton Unified School District to negotiate a contract; however, a successful Proposer(s) will be required to enter into an agreement with the District prior to any work being performed. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals.

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**PRICE, TERMS, AND CONDITIONS**

Price, terms, and conditions of this proposal are considered valid for one hundred twenty (120) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

**PROPOSER AGREEMENT**

In compliance with this request for proposals, the selected Proposer will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein.

**QUALIFICATIONS**

All companies may be required to furnish evidence of their professional ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to Pleasanton Unified School District.

**QUESTIONS REGARDING THE RFP**

Questions regarding this RFP should be set forth in writing and sent via e-mail to [erebosura@pleasantonusd.net](mailto:erebosura@pleasantonusd.net) no later than 4 PM on Friday, February 25, 2019. No other person is authorized to receive questions relating to this RFP, and the District shall have no obligation to respond to questions sent to any other person or entity. In its discretion, the District may disregard the response of any firm that, in connection with this RFP, contacts any other District representative including, without limitation, any member of the District Board, Assistant Superintendents, Directors, Assistant Directors, Administrators, Consultants, Managers or any other District personnel.

**SIGNING OF IDENTIFICATION SHEET**

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

**STAFF ASSISTANCE**

The District will provide required information and explanations which are pertinent to the work of the selected Proposer.

**SELECTION PROCESS**

Written responses may be evaluated and screened down to between one and five in each or all areas of expertise. Finalists will meet with PUSD for interviews and negotiate final terms, conditions, and pricing of agreement. It is anticipated that final interviews will be conducted on Friday, May 17, 2019. Please keep this date open on your schedules.

**SERVICES**

This document is intended to establish a high quality, cost-effective and ethical provision of legal services for the District. Legal advice will typically be solicited by written or

telephone request and may require written responses. Meetings will be held as necessary with appropriate staff to update PUSD on pending matters.

### **SUBMISSION FORMAT & REQUIREMENTS**

Proposals shall be submitted to Ellen Rebosura, Purchasing Coordinator, 4750 First Street, Pleasanton CA 94566 on or before 2 PM on Friday, March 1, 2019. In advance of proposal submissions, questions may be submitted to Ellen Rebosura via email ([erebosura@pleasantonusd.net](mailto:erebosura@pleasantonusd.net)) no later than Friday, February 25, 2019, at 4 PM. The District will post the answers to questions and any addenda to this RFP on our website at <https://go.pleasantonusd.net/bids>.

Firms are responsible for checking this page for additional information prior to submitting Proposals.

The submission requirements for this RFP are detailed below. Review this RFP carefully before responding to ensure that you fully understand all procedural and contractual requirements

Responses to the Request for Proposals shall include **ONE (1) Original, EIGHT (8) copies and ONE electronic copy provided on a CD/DVD or USB Drive.**

### **WITHDRAWAL OF PROPOSALS**

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

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## ***PROPOSAL GUIDELINES/FORMAT***

### **SECTION I AREAS OF EXPERTISE**

Include the completed questionnaire below showing the areas of expertise for your firm.

Please place a check mark next to your areas of expertise for legal services for which you would like to contract.

Provide narratives to supplement your areas of expertise in Section II. Specifically, develop the "Other Services" section by detailing your responses.

#### **1. LABOR RELATIONS SERVICES AND PERSONNEL LAW**

- Expert application of the California Education Code
- Employment practices including hiring and evaluation issues, coordination of leaves and the accommodation of employees with disabilities
- Advice and representation in connection with the application of federal, state and local employment laws, including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity Act, the Americans with Disabilities Act and California Fair Employment and Housing Act
- Pay and retirement system issues
- Employee dismissals, suspensions, terminations and/or investigations of misconduct, including representation in related administrative and court proceedings
- Responses to complaints, including under the District's Uniform Complaint Procedures
- Layoffs, non-reelections and administrator reassignments
- Analysis of bargaining unit proposals
- Preparation of PUSD collective bargaining proposals
- Negotiations with bargaining units

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- Representation at bargaining sessions
  - Drafting of counterproposals and contract language
  - Advice and representation regarding unfair practices charges and grievances
  - Dispute arbitration and resolution
  - Other labor relations services as may be required

## 2. CONTRACT ADMINISTRATION SERVICES

- Analysis of and recommendations regarding the effect and application and enforcement of contract language
- Drafting, review and negotiation of selected contracts, including those for real estate and construction, software licensing, e-rate, etc.
- Advice and representation regarding competitive bidding issues, contractor prequalification and responsibility issues
- Other contract administration services as may be required

## 3. STUDENT AND SPECIAL EDUCATION-RELATED SERVICES

- Analysis of and recommendations regarding student discipline issues, including "manifestation determinations"
- Advice and representation regarding appropriate student placements under the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Americans with Disabilities Act and representation in related administrative proceedings such as "due process" hearings and state and federal court proceedings, including attorneys' fees disputes
- Advice regarding special education issues, including, but not limited to eligibility, assessments, Free Appropriate Public Education issues, least restrictive environment, "search and serve" obligations, and requests for placement in non-public schools

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- Advice regarding release of student records, including privacy regulations such as SOPIPA, FERPA, COPPA, CIPA and AB-1584
  - Consultation prior to and during the hearing of student expulsion appeals by the PUSD Board of Trustees
  - Consultation prior to and during the hearing of inter-district attendance appeals by the Board
  - Advice about student use of electronic communication devices and social media as it pertains to student discipline
  - Review special education issues upon request and provide guidance to Board and Administration
  - Represent the district in mediation upon request
  - Represent the district at all stages of due process beyond mediation including administrative law, commissioner, state board and court proceedings
  - Serve as the district's liaison to the legal representatives/advocates of parents
  - Review special education contracts upon request.
  - Other student-related services as may be required

#### 4. LITIGATION SERVICES

- Ability to initiate and prosecute litigation and defend PUSD in litigation in State and federal courts, including all related phases such as preparation of complaints and other pleadings, law and motion, discovery, witness preparation, trial and appeal
- Familiarity with dispute resolution techniques, including arbitration and mediation
- Other litigation-related services as may be required

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## 5. BOARD RELATED SERVICES

- Advice regarding potential conflicts of interest on the part of the Superintendent, the Board, or PUSD as a whole
- Advice regarding the open meeting requirements of the Ralph M. Brown Act and the implications for the Board, staff and all legally constituted committees and subcommittees and related bodies
- Attendance, upon request, at meeting of the Board, Board committees or subcommittees, or groups convened by the Superintendent of designee
- Consultation on issues relating to the Board's policies and administrative regulations
- Review of claims under the California Tort Claims Act
- Advice on requests for information under the California Public Records Act and/or the Freedom of Information Act
- Charter school issues, including review of charter school petitions, facilities requests, renewals and appeals

## 6. PROFESSIONAL LIABILITY

- Attorneys
- Architects
- Engineers
- Accountants
- Brokers
- Healthcare
- Technology

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## 7. MISCELLANEOUS SERVICES

- Review of proposals and proposals for legal sufficiency and responsiveness
- Review of legal documents and process not already described in these specifications
- Analysis of legal issues not already described in these specifications

## 8. OTHER SERVICES (be sure to include descriptions in Section II)

- Construction
- General Liability
- Environmental Law
- Public Entity Litigation
- Surety and Fidelity Bonds
- Bankruptcy and Insolvency
- Insurance Law
- Property
- Workers Compensation
- Special Education
- Public Procurement
- Administrative Regulations
- Developer Fees
- Eminent Domain
- Regulatory approvals for school sites, construction and modernization
- Election Issues

- School District Organization and Reorganization Issues
- Media Relations
- Retention of electronic records (including email)

## **SECTION II FIRM BACKGROUND AND INFORMATION**

1. Provide Firm's background and experience in providing work of a similar nature, including the number of clients in California, number and name of clients in Alameda County, number of years in educational services, number of attorneys in firm, number of attorneys in firm in Alameda County, organizational chart and matrix, and all other factors that indicate the firm's commitment to perform efficiently and effectively. Please limit this section to four pages.
2. For all of the areas checked in Section 1 above, provide narratives to supplement your areas of expertise. Specifically, develop the "Other Services" section by detailing your responses. Please limit this section to eight pages.
3. Provide resumes for the key personnel who will match the services we are requesting in this RFP and who would be assigned to this account.

## **SECTION III REFERENCES**

Provide a minimum of three references for a scope of work of similar nature. References should be public school districts in the Alameda County/Bay Area of similar size. Include complete contact information.

**SECTION IV  
 SERVICES AND BILLING**

Please address all of the following:

1. Provide a plan for an effective method to reconcile invoicing of services provided by your firm with services requested and received from the different departments within PUSD. Billing methods should be clearly identified with the plan for distributing statements to either departments or individuals as directed by PUSD. Please provide the person (name and title) who will be responsible for managing your billing and a sample billing form (showing your billing process).
2. Specify the real-time billing software being used and the minimum hour increments that will be used. Indicate if the software would allow us to receive invoices electronically in addition to receiving hard copies. Indicate the format that would be used to send electronic copies. Specify the schedule on which invoices are issued.
3. Please provide your hourly rates for all levels of service under the attorney category listed below. ***State whether there are additional charges for travel time, expenses or other costs (e.g. copies and Faxes).*** If your firm bills separately for these items, please complete #5 below (including if hourly rates are different for travel time). You may propose two options for hourly rates, one inclusive of all costs.

Attorney Category	Hourly Rate	Hourly Rate (inclusive of all costs)
Senior Shareholders		
Partners		
Senior Associates		
Associates		
Special Counsel		
Paralegals/Law Clerks		
Special Projects		
Other Personnel		
Other Personnel		
Other Personnel		

4. State the location of your primary offices and any offices located in Alameda County, the approximate distances (in miles) from your offices to PUSD and approximate time needed for commute.

5. Specify costs for other services in the table below if they are not included in an hourly proposal in #3 above. Proposers are encouraged to offer cost reduction suggestions (for example, a set number of no cost phone calls). The District will only pay for legitimate, useful fees and costs. Support service costs and expenses inherent to the district will be reimbursed at cost; justifications, approvals and receipts must be provided upon requesting reimbursement for out-of-pocket expenses. The District will not be expected to be billed for (incoming/outgoing) fax transmissions, voice mail messages, and other incidental costs that should be considered overhead.

Supportive Service	Cost
Word Processing	
Copying Costs	
Express Postage	
Fax Transmittals	
Voice Mail	
Other services (Please specify: _____)	
Other services (Please specify: _____)	
Other services (Please specify: _____)	

6. In addition to the price schedule listed above, the Proposer shall stipulate the discount on a percentage basis it will give PUSD for total dollar amount consumed of legal services on a monthly basis. The district will use the discount to deduct from its monthly invoice. The District does not guarantee that any specific quantity or dollar amount will be ordered.

Monthly Dollar Amount Range	Monthly Percentage Discount
\$15,000 to \$25,000	
\$25,001 to \$50,000	
\$50,001 to \$100,000	
\$100,001 to \$150,000	
\$150,001 and above	

7. List any cash discount incentives you are willing to give PUSD for the credit periods listed below:

Credit Period	Percent Discount
15 to 20 days	
21 to 30 days	
30 and above	

8. Timeliness of service provided by your firm or lack of shall be an important factor for evaluation in this proposal, and it will also serve as an important basis for evaluating contract performance in the future. Hence, it is key that you list, as accurately as possible, the response and/or turnaround time in the table below. Explain what contingency measures you will take if timeliness of service does not meet the District's expectations.

	<b>Response and/or Turnaround</b>
Return calls or voice mails	
Return emails	
Routine and repetitive requests	

9. PUSD believes in professional development of its personnel. What type of training do you propose for PUSD staff? How often can you provide training? What are the associated costs? List the experience you have in providing training.

10. Briefly state a plan to take over an incumbent's duties if you are awarded the contract. If you are the incumbent, describe any steps needed to transition to a new contract.

11. Describe your plan to keep the District informed on latest developments, news, information, legislation, rules, regulations, etc. that will affect the District's well-being.

## SECTION V FORMS TO BE COMPLETED AND RETURNED

### PROPOSAL FORM

My firm's response to the Request for Proposals is attached and identified as my official response to RFP 2015-16.12 Professional Legal Services.

Undersigned agrees to furnish the services stipulated in the attached proposal and signifies acceptance of the terms, conditions and specifications contained in Pleasanton Unified School District RFP 2015-16.12.

The governing board of Pleasanton Unified School District reserves the right to reject any and all proposals and/or waive any irregularities or informalities in the bidding process.

Company Name: Dannis Woliver Kelley

Address: 275 Battery Street Suite 1150  
San Francisco, CA 94111

Signature:  Date: 6/5/19

Print Name: Deidree Y.M.K. Sakai

Title: Shareholder

Phone: 415 543 4111

Fax: 415 543 4384

E-mail: DSAKAI@DWKESQ.COM

**NONCOLLUSION DECLARATION TO BE EXECUTED BY  
PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the Shareholder (title) of Dannis Wohnen Kelley (company name), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 5, 2015 [date], at San Francisco [city], CA [state].

  
Signature

Deidree Y.M.K. Sakai  
Name (printed)

**RECEIPT OF REQUEST FOR PROPOSAL (RFP) AND ADDENDA  
(TO BE EXECUTED AND RETURNED)**

Upon return of the completed RFP for Legal Services, the proposer shall acknowledge receipt of the RFP, all supporting documents, and all addenda. It is the proposer's responsibility to check the District website at <http://go.pleasantonusd.net/bids> for addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

Document Name	Initial
1 RFP dated <b>January 29, 2019</b>	
2 Addendum 1 (if applicable)	
3 Addendum 2 (if applicable)	
4 Addendum 3 (if applicable)	
5 Addendum 4 (if applicable)	
6 Addendum 5 (if applicable)	
7 Addendum 6 (if applicable)	
8 Addendum 7 (if applicable)	

I, the undersigned, on behalf of the (proposer) certify that I have received all documents listed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title