

**SERVICE AGREEMENT FOR  
PREDEVELOPMENT SUPPORT FOR EMPLOYEE HOUSING  
BY AND BETWEEN  
SAN JOSÉ UNIFIED SCHOOL DISTRICT  
AND  
EDUCATIONAL HOUSING PARTNERS, INC**

This Service Agreement for Predevelopment Support for Employee Housing (“Agreement”) is made as of April 28, 2025, between the **San José Unified School District** (“District”) and **Educational Housing Partners, Inc.** (“Consultant” or “EHP”). The District and Consultant may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

**WHEREAS**, the District requires such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

**WHEREAS**, the Consultant agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District’s satisfaction, and in accordance with this Agreement;

**WHEREAS**, the District understands and acknowledges that the Consultant is acting in the capacity of a Consultant and may provide licensed architectural and civil engineering services as part of the Services rendered to the District;

**WHEREAS**, the Parties agree that Consultant is responsible for the design work that it and/or its subconsultants provide to the District, however the Consultant is not responsible for the ultimate design of the employee housing project referenced herein.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District predevelopment support for employee housing at the Hillsdale site as more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Services”).
2. **Term.** Consultant shall commence providing services under this Agreement on **May 23, 2025** (“Effective Date”), and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **August 23, 2025**. This Agreement may be extended upon mutual approval of both parties for an additional six months, and in the form of an Amendment to this Agreement.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
  - 3.1. Signed Agreement
  - 3.2. Consultant Certification
  - 3.3. Insurance Certificates & Endorsements
  - 3.4. W-9 Form
4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit B**, on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Forty-Five Thousand Dollars (\$45,000.00)**. District shall pay Consultant only for all undisputed amounts within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District’s written approval of the Services, or the portion of the Services for which payment is to be made.
  - 4.1. Education Housing Partners, Inc. will be paid a flat fee of \$15,000/month for three months, the District must receive an invoice from EHP to process payments. Installment payments are as follows:
    - 4.1.1. First Month – a \$15,000 payment will be processed upon execution of this Agreement.

4.1.2. Second Month – a \$15,000 payment will be processed the first week of the 2nd month.

4.1.3. Final payment – the final \$15,000 payment will be processed upon delivery of the final package.

4.2. Preapproval from the District is required for all out-of-pocket costs and for third-party consultants and related items.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Services, unless preapproved by the District as further described in Exhibits A and B.

6. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, unless preapproved by the District as further described in Exhibits A and B.

7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Standard of Care.**

8.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

8.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

8.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

8.4. Consultant shall ensure that any individual performing services under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the services assigned to them.

9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Termination.**

11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

11.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 11.2.1. material violation of this Agreement by the Consultant; or
- 11.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 11.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 11.3. **With Cause by Consultant.** The Consultant has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Consultant. Such termination shall be effective after receipt of written notice from Consultant to the District.
- 11.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.
- 11.5. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Consultant will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.

12. **Force Majeure Clause.** Consultant shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic (collectively a "Force Majeure Event") when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Consultant. Any delay associated with a Force Majeure Event, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Consultant's performance of the Services impossible, and that event was not reasonably foreseeable at the time Consultant executed this Agreement.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold free and harmless (without an up-front duty to defend) the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation reasonable attorney's fees and costs ("Claim"), to the proportionate extent caused by the negligence, recklessness, negligent errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted or suffered by the Consultant in conjunction with this Agreement. Consultant

14. **Release.** Consultant acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require Consultant to enter upon and into the District's site(s) or property(ies) ("Premises"). Consultant further acknowledges that Consultant's use of the Premises may result in Consultant's exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively "Infectious Disease"). Consultant further acknowledges the dangers involved with providing the Services and, with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Consultant hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities,

causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Consultant, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Consultant, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premise for the performance of the Services.

**15. Insurance.**

15.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant’s performance of any portion of the Services. (Form CG 0001 and CA 0001)

15.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant’s profession.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 2,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$ 1,000,000

15.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage’s have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the District and its representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by District.

15.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

16. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

17. **Compliance with Applicable Laws.** In performing services under this Agreement, Consultant shall comply with all applicable legal requirements. Consultant must complete and sign the Consultant Certifications attached as Exhibit C when Consultant submits this Agreement to the District. It shall be the sole responsibility of Consultant to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

18. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

19. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Consultant is responsible to comply with Santa Clara County Public Health's guidelines concerning the Novel Coronavirus (COVID-19).

20. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).

22. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

23. **District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

23.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and

subconsultants and each of their performance.

- 23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).
- 23.3. Consultant agrees to remove or re-assign its employees as may be reasonably requested by the District as a result of the District's evaluation. The District shall provide its request in writing, convey the basis for its request and provide reasonable time for Consultant to satisfy the District's request.
24. **Mutual Waiver of Consequential Damages.** The District and Consultant waive all claims against one another for consequential damages arising out of or in connection with this Agreement and/or the Services performed in connection therewith, regardless of the legal theory asserted.
25. **Limitation of Liability.** The District hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the District for any or all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes including but not limited to Consultant's negligence, errors, omissions, breach of contract, excluding claims from third parties and/or claims covered by Consultant's indemnity obligations set forth herein, shall not exceed the total amount of Consultant's insurance coverage available at the time of settlement or judgment, whichever is greater, regardless of theories of liability or causes of action asserted against Consultant. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement.
26. **Disputes:** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Services.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, or facsimile transmission, addressed as follows:
- |   |  |
|---|--|
| <p><b><u>San José Unified School District</u></b><br/>Attn: Purchasing &amp; Contract Management<br/>855 Lenzen Avenue<br/>San Jose, CA 95126</p> | <p><b><u>Education Housing Partners, Inc.</u></b><br/>Attn: Bruce Dorfman<br/>39 Forrest Street<br/>Mill Valley, CA. 94941</p> |
|---|--|
- Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.
29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
31. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

- 32. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.
- 33. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 34. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 35. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date that is later of the two dates set forth below.

**San José Unified School District**

Date:

By:

Tracy Morrison  
Director, Procurement

Initial  


**Education Housing Partners, Inc.**

Date: 5/23/2025

By:

Signed by:  
  
C7543E2330804CB...

Bruce Dorfman  
CEO

**EXHIBIT A**  
**SCOPE OF SERVICES**

Education Housing Partners, Inc. proposes to advise and/or direct the following activities:

**Design Coordination/Management**

- Meet with District to confirm program objectives.
- Develop a housing program including product types, unit mix, general outline of specifications, and amenities for targeted resident demographics.
- Retain an architect to update floor plans, building plans and elevations based on revised program.\*
- Retain a civil engineer to complete supporting analyses, as needed.\*
- Prepare conceptual site and infrastructure plans.\*
- Advise on construction specifications.

**Contracts and Budgets**

- Interview, recommend and contract with a design team and any other consultants.\*
- Review and approve all requests for payment by the consultant team.\*
- Advise on value engineering considerations.\*
- Prepare a predevelopment schedule and budget.
- Develop conceptual hard cost budgets for all housing and infrastructure.
- Survey comparable rental communities to determine market rental rates.
- Prepare an updated economic analysis of the proposed development scheme.

**Entitlements**

- Outline the approval process for the City and any related agency approvals, to the extent required.
- Identify required elements for CEQA certification.
- Develop an entitlement strategy and schedule.
- Coordinate pre-application package.\*

**Other**

- Attend a District meeting to present updated plans analysis.
- Assist with community outreach with neighborhood residents or groups, as needed.\*
- Process accounting and progress billings.\*
- Provide monthly updates.

\*as directed by the District and in accordance with the approved budget.

**EXHIBIT B**  
**FEES**

**EHP FEES**

Education Housing Partners, Inc. will require approximately 90 days to complete the updated assessment for the Hillsdale site.

The following fees, which include overhead, administrative cost and profit, shall be utilized when performing all Services and shall not be changed for the Term of the Agreement:

1. Education Housing Partners, Inc. will be paid a flat fee of \$15,000/month for three months, the District must receive an invoice from EHP. Installment payments are as follows:
  - 1.1. First Month – a \$15,000 payment will be processed upon execution of this Agreement.
  - 1.2. Second Month – a \$15,000 payment will be processed the first week of the 2<sup>nd</sup> month.
  - 1.3. Final payment – the final \$15,000 payment will be processed upon delivery of the final package.
  
2. Preapproval from the District is required for all out-of-pocket costs and for third-party consultants and related items.

**CONSULTANT FEES**

Preapproval from the District is required for all third-party consultants and related items. The third-party Consultants listed below are billed on a “Not to Exceed Basis”. Any budget not spent by consultants will not be invoiced. EHP can contract with all consultants and the District can reimburse EHP, or the District can contract directly with consultants. If EHP contracts directly with consultants, a 10% administrative fee is charged on all third-party costs.

<u>Consultant</u>	<u>Budget</u>
Education Housing Partners, Inc. (2)	\$45,000
Project Architect	\$35,000
Civil Engineer	\$5,000
Miscellaneous/Reimbursable	\$10,000

1. EHP shall submit monthly invoices on a form and in the format approved by the District. All invoices shall provide sufficient detail for the District to verify the time and materials expended by each consultant and miscellaneous/reimbursable items.
2. EHP shall submit these invoices electronically to the District via the District’s authorized representative.
3. Upon receipt and approval of EHP’s invoices, the District agrees to make payments for on all undisputed amounts within thirty (30) days of receipt of the invoice.

**EXHIBIT C**  
**CONSULTANT CERTIFICATION**

**THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:**

- (1) A representative of the Consultant,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Consultant and that by executing this Agreement is certifying the following items.

**Fingerprint and Background Certification.** Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Consultant and the Consultant parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Consultant hereby represents and warrants to District the following:

- Consultant and/or Consultant parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Consultant shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Consultant, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Consultant will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Consultant at all times while services are provided on site such that Consultant will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Principal Initials: \_\_\_\_\_

**Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of the Consultant and the Subconsultant(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

**Tuberculosis Certification.** The Consultant and the Consultant parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Consultant hereby represents and warrants to District the following:

- Consultant and/or Consultant parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.

- District has determined that Consultant will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Consultant and/or Consultant parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Consultant shall maintain on file the certificates showing that the Consultant parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

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**COVID-19 Certification.** The Consultant and the Consultant parties shall at all times comply with the Covid-19 certification requirements as set forth below. Consultant hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified's COVID Health and Safety Information](#).

Consultant further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

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**Lobbyist Certification.** The Consultant and the Consultant parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Consultant hereby represents and warrants to District the following:

- Consultant and/or Consultant parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.
- Consultant and/or Consultant parties Services hereunder shall or may include lobbying. Consultant and/or Consultant parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Consultant shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

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**Conflict of Interest Certification.** The Consultant and the Consultant parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Consultant hereby represents and warrants to District the following:

- Consultant and/or Consultant parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Consultant's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.

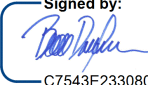
- Consultant and/or Consultant parties have read and understand the District's Conflict of Interest Code and, Consultant knows or has reason to believe that Consultant has a conflict of interest that requires disclosure and Consultant and/or Consultant parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Consultant shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

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I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

**Education Housing Partners, Inc.**

Date: 5/23/2025

Signature:  Signed by:  
C7543E2330804CB...

Bruce Dorfman

CEO

**EXHIBIT C CONTINUATION**  
**WORKERS' COMPENSATION CERTIFICATION**


Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

**Education Housing Partners, Inc.**

Date: 5/23/2025

Signature:  Signed by:  
C7543E2330804CB...

Bruce Dorfman

CEO

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

**EXHIBIT C CONTINUATION**  
**STUDENT DATA CONFIDENTIALITY CERTIFICATION**

The Consultant acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. The Consultant will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Consultant.


Furthermore, the Consultant agrees to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which the Consultant has access:

- Consultant will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- Consultant acknowledges that the Agreement allows the Consultant access to (CDI) for whom the Consultant has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- The Consultant shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of Institution or its students. The Consultant acknowledges that it is illegal for a student to have access to another student's data and will not share (CDI) from any source with another student.
- Consultant agrees to hold (CDI) in strict confidence. Consultant shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Consultant agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Consultant shall, within one day of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. Consultant's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Consultant has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Consultant has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, Consultant shall comply with the requirements of the California Consumer Privacy Act ("CCPA"). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children's Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a "consumer" as that term is defined by the CCPA, contacts Consultant to receive Covered Data and Information provided to Consultant pursuant to this Agreement, to delete consumer's personal information or to access information collected by Consultant hereunder, Consultant shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

**Education Housing Partners, Inc.**

Date: 5/23/2025

Signed by:  
Signature:   
C7543E2330804CB...

Bruce Dorfman  
CEO