

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR LEGAL SERVICES

This Service Agreement for Legal Services (“Agreement”) is made this 9th day of June, 2025, between **San José Unified School District** (“District”), and **Orbach Huff & Henderson LLP** (“Contractor”). The District and Contractor may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

1. **SERVICES.** Contractor shall represent the District in legal matters related to its public education mission and other matters from time to time as the District may request and as further described in Exhibit A (“Services”). The Services do not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If the District wishes the Contractor to consult with other professionals retained by the District, the Contractor will communicate with the District beforehand to confirm the scope of those consultations.
2. **COMPENSATION.** District agrees to pay Contractor for Services at the following hourly rates, with the total not to exceed amounts specified in annual purchase orders as may be issued and/or amended from time to time. Contractor shall only invoice for the actual time expended performing the Services, in one-tenth hour increments, at the rates in effect at the time the Services are performed by the partners, senior counsel, associates, paralegal, and clerks who are directly involved in the matters for which the District has retained the Contractor. The following rates apply and will not increase during the Term except as may be reasonably requested by the Contractor and approved in writing by the District, such approvals shall not be unreasonably denied.

Fiscal Year	Partner	Senior Counsel	Associate	Paralegal	Clerk
2025-2026	\$385	\$320	\$310	\$225	\$125
2026-2027	\$400	\$335	\$325	\$240	\$135
2027-2028	\$415	\$350	\$340	\$255	\$145
2028-2029	\$430	\$365	\$355	\$270	\$155
2029-2030	\$445	\$380	\$370	\$285	\$165

Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District.

3. **TERM/TERMINATION** The term of this Agreement shall commence on July 1, 2025 and shall continue through June 30, 2030 (“Term”). The District may terminate this Agreement immediately for any reason at any time, by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of Services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed and documented expenses incurred prior and up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination. Contractor may terminate this Agreement immediately at any time, in compliance with applicable law, court rules and the Rules of Professional Conduct of the State Bar of California. Contractor may terminate if, among other reasons, the District’s conduct renders it unreasonably difficult for Contractor to carry out its representation effectively. Contractor agrees that Services and Work Product rendered prior to its prospective termination in accordance with this section may have a reduced value to the District based on, without limitation, the incomplete nature of the Services and Work Product. Among other considerations, the Services and Work Product performed may need to be analyzed, evaluated, assumed and/or revised by a replacement contractor as a basis for its work. As a result, Contractor’s compensation for Services and Work Product rendered prior to that date of termination may be reasonably reduced by District, as explained by the District and after consultation with the Contractor.
4. **SAFETY PROTOCOLS.** Contractor shall comply with Santa Clara County Public Health’s guidelines concerning the Novel Coronavirus (COVID-19). Contractor or Site Coordinators must sign-in and sign-out at the front office using the District approved visitor system. Failure to sign-in and sign-out will be considered a non-service/non-billable day.
5. **INSURANCE.** Contractor shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Agreement. Contractor shall carry the insurance indicated below throughout the Term. The certificate of liability insurance must have San José Unified School District, 855 Lenzen Avenue, San Jose, CA 95126, as the Certificate Holder and as additional insured.

*****Continued on the next page*****

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT FOR LEGAL SERVICES**

Commercial General Liability Insurance	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Automobile Liability Insurance	Each Occurrence – Commercial vehicles	\$1,000,000
	Injury/one death – Personal vehicles	\$15,000
	Injury/multiple death	\$30,000
	Property damage	\$5,000
Professional Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Workers' Compensation		Statutory limits
Employer's Liability	Each Occurrence	\$1,000,000

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.

Subcontractors

Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, and any other insurance required of Contractor under this Agreement, in a company or companies lawfully authorized to do business in California as admitted carriers, in like amounts and scope of coverage as that required of Contractor hereunder.

6. **TAXES; INDEPENDENT CONTRACTOR STATUS.** District shall not withhold or set aside income tax, Federal Insurance Contributions Act Tax, Unemployment Insurance, Disability Insurance, or any other Federal or State funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes. While engaged in carrying out the Services Contractor is and shall be an Independent Contractor, and not an Officer, Employee, Agent, Partner, or joint venture of the District.
7. **COMPLIANCE WITH APPLICABLE LAW.** In performing services under this Agreement, Contractor shall comply with all applicable legal requirements. Contractor must complete and sign the Contractor Certifications attached as Exhibit B when Contractor submits this Agreement to the District. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
8. **WORK PRODUCT.** District is the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind ("Work Product") produced as part of or resulting from this Agreement, and all rights in such Work Product, and no uses thereof except in Contractor's performance of the Services will be permitted except by express written permission of the District. Contractor acknowledges that this Agreement and its work hereunder, including the Work Product, may be subject to disclosure to the public. With respect to records in the District's or Contractor's possession that may be protected from disclosure by applicable law, Contractor agrees to abide by such law.
9. **FILE RETENTION AND DESTRUCTION:** As discrete matters conclude, Contractor may close those matters and Contractor will retain a client file of that matter for a period of three (3) years. Contractor may store some or all client file materials in a digital format. In the process of digitizing those documents, Contractor will return to the District any original paper documents provided by the District. Contractor will not return copies of paper documents provided by the District unless the District requests those copies in writing. After a paper document is digitized, Contractor will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the 3-year period, Contractor will destroy all client file materials unless the District notifies Contractor in writing that the District wishes to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor.
10. **INDEMNIFICATION** Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Education, and members of the Board of Education, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the sites listed herein; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Education, members of the Board of Education, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or District described in this paragraph.

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR LEGAL SERVICES

11. **ENTIRE AGREEMENT; AMENDMENT.** This constitutes the entire Agreement between the District and Contractor supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may only be amended in writing executed by both parties and approved by the District's Board of Education.
12. **RELEASE.** Contractor acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require Contractor to enter upon and into the District's site(s) or property(ies) ("Premises"). Contractor further acknowledges that Contractor's use of the Premises may result in Contractor's exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively "Infectious Disease"). Contractor 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. Contractor 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 Contractor, 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 Contractor, 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.
13. **DISPUTES.** In the event of a dispute between the Parties as to performance of the 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, Contractor shall neither rescind this Agreement nor stop performance of the Services.
14. **NON APPROPRIATION OF FUNDS.** In the event that the District's Governing Board fails to appropriate sufficient funds or determines that sufficient funds are not available to complete the Services, the District may terminate or suspend the completion of the Services at any time by giving written notice to Contractor. In the event that the District exercises this option, the District will pay for all Services completed or delivered to District for which value is received up to the date of the notice of termination. All work, materials and orders paid for pursuant to this provision shall become the property of the District.
15. **LIMITATION OF DISTRICT LIABILITY.** Other than as provided in this Agreement, District's financial obligations hereunder shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
16. **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 Contractor 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 subcontractor(s).
17. **EMPLOYMENT WITH PUBLIC AGENCY.** Contractor, if an employee of another public agency, agrees that Contractor 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.
18. **FORCE MAJEURE CLAUSE:** Contractor 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 Contractor. 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 Contractor executed this Agreement.
19. **NO ASSIGNMENT.** This Agreement may not be assigned by the Contractor, nor any part of the services hereunder subcontracted, without the express written permission of the District.
20. **SEVERABILITY.** In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Agreement.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT FOR LEGAL SERVICES**

- 21. **GOVERNING LAW; VENUE.** This Agreement shall be governed under the laws of the State of California. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Santa Clara County, California.
- 22. **ATTORNEY'S FEES.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs and attorney's fees.
- 23. **BOARD APPROVAL REQUIRED.** Agreements shall not be a valid and binding obligation of the District, unless and until executed by both parties and approved or ratified by the District's Board of Education.
- 24. **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.
- 25. **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.
- 26. **CONTRACT EXECUTION.** Unless otherwise prohibited by law or District policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term 'electronic copy of a signed contract' refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term 'electronically signed contract' means a contract that is executed by applying an electronic signature using technology approved by the District.

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


Orbach Huff & Henderson LLP

Date:

Date: 6/23/2025

Signature:

Signature:

DocuSigned by:

 09BF05CE74854AF...

Tracy Morrison

Philip J. Henderson

Director, Procurement

Partner

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR LEGAL SERVICES

EXHIBIT A CASE MANAGEMENT & BILLING STANDARDS FOR FIRMS PROVIDING LEGAL SERVICES

This document is intended to establish the Case Management and Billing Standards for parties providing legal services to the San José Unified School District ("District"). The District expects its legal counsel to provide it with high quality, cost-effective, and ethical legal services in accordance with these Standards.

In providing legal advice to the District, legal counsel will take into account the District's educational mission and goals and the best interests of the safety, well-being, and educational needs of its students. Providing legal advice in the dynamic and fast-changing education environment involves a variety of areas including, but not limited to, general legal consultation and advisory services, compliance with applicable laws including the California Constitution, Education Code and Title V of the California Code of Regulations, student issues, special education, personnel issues, collective bargaining, property issues including acquisition and disposal, business issues, school construction, compliance with the Brown Act and public entity law generally. It is expected that District legal counsel will be trained in and have expertise in these areas for which they provide services to the District and apply these Standards in providing the District with the best legal services possible to meet the needs of its students.

I. LEGAL MATTER INTAKE AND ASSESSMENT

- A. Firms providing legal services to the District ("legal counsel") are to address the activities necessary to defend, resolve, or address a District legal matter as soon as possible.
- B. All cases and legal matters should be assessed as soon as possible for the purpose of determining potential liability, response, resolution and potential legal expenses.
- C. The District and District legal counsel shall jointly agree on the approach to a case or legal matter, including the steps necessary to bring it to an appropriate resolution. All strategies, approaches, handling, and resolution of cases and legal matters shall be subject to approval of the District's Governing Board or designee in accordance with applicable laws and District policy and procedure. If District legal counsel is requested to be involved in settlement negotiations, settlement authority must be obtained at the appropriate time from the District's Governing Board or designee in compliance with applicable laws and District policy and procedure.

II. STAFFING REQUIREMENTS

- A. District legal counsel shall designate one partner-level attorney to the District, who shall have primary responsibility for each District case or legal matter for which legal services are requested and who shall inform the appropriate District administrator, of other employee(s) or subconsultant(s) of the firm that he/she intends to have perform services on the matter.
- B. The partner assigned to a District legal matter shall be responsible for ensuring that the matter is staffed in the most efficient and cost-effective manner. Duplication of effort amongst attorneys and paralegals is to be avoided.
- C. In order to achieve the best level of efficiency and value, the roles and responsibilities of District legal counsel staff members should be clearly defined and appropriate to each individual's qualifications, level of experience and billing rate. District legal counsel should delegate work to subordinates wherever possible to achieve efficiency and cost-effectiveness without compromising quality.
- D. District legal counsel shall make every effort to have the same attorneys and staff working on a case or legal matter through to its conclusion.

III. REPORTING REQUIREMENTS

- A. **Reporting Requirements for Routine and Advisory Matters.** Unless otherwise requested, it is not necessary to provide the District with formal reports such as acknowledgment letters or initial evaluations for legal work performed on day-to-day legal matters, such as one-time legal questions or advisory work, or work performed under general legal advice matter identifiers that do not warrant a separate matter identifier. For day-to-day advisory matters, counsel shall keep the appropriate District administrator informed of the progress and resolution of the matter, and provide such information to the District in writing where appropriate.
- B. **Reporting Requirements for Formal Litigation.** The following reporting requirements shall apply; at a minimum unless otherwise requested by the District, District legal counsel is to provide written reports to the District as follows: (1) to acknowledge case or matter referral; (2) to provide an initial evaluation of the case; (3) to report to the District regarding significant developments in a case; and (4) to provide budget status information (anticipated v. actual).

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR LEGAL SERVICES

1. **Acknowledgment of Case Referral.** Once the District refers a case to counsel, District legal counsel should send an electronic correspondence to the District acknowledging such referral. The correspondence should also advise the District as to the manner in which the case is to be staffed including the specific personnel who will be staffing the matter. Any matters of immediate concern to the District, or information that may result in early resolution of a case or matter should also be addressed in the acknowledgment letter.
2. **Initial Case Evaluation.** District legal counsel shall provide the District with an initial case evaluation within thirty (30) days of referral from the District unless otherwise agreed upon with the appropriate District administrator. In providing the initial evaluation, District legal counsel should send an initial report and/or hold a conference call with the appropriate District administrator and provide the following information to the District:
 - (a) A preliminary evaluation of liability and damages and a brief discussion of the legal issues presented, including a summary of claims presented, where appropriate.
 - (b) A Litigation Plan providing the following:
 - (1) Identify each significant activity District legal counsel proposes to initiate; e.g., investigation, motions, discovery, legal research, etc.
 - (2) Identify discovery and motions that have been, or are likely to be, initiated by other parties;
 - (3) Estimate of the completion date for each activity;
 - (4) The estimated cost of each activity.
 - (5) The total estimated cost of the District legal matter.
 - (6) Discussion of the potential for early disposition of the case or legal matter by settlement and recommendations with respect to arbitration, mediation or direct settlement negotiations.
 - (7) Discussion of when dispositive motions such as motions to dismiss or motions for summary judgment may be appropriate and the potential success of dispositive motions prior to, or after, the commencement of discovery. If this information is unknown at the time of this report, this discussion will be presented prior to the filing of any dispositive motion.
 - (8) An estimate of the probable trial or administrative hearing date.

District legal counsel shall adapt the above requirements as appropriate to the type of matter involved, such as for an administrative hearing, board hearing, grievance arbitration, or special education complaint. In the event of there being a question as to the need for or the format or content of an Acknowledgement or a Litigation Plan or similar document in a given matter, District counsel shall consult with and come to an agreement with the appropriate District administrator regarding same.

3. **Significant Case Developments.** District legal counsel is required to report to the District regarding case status and developments including without limitation significant case developments. District legal counsel will communicate with and appraise the District as soon as practicable when significant case developments occur including without limitation the following:
 - (a) The filing of supplemental or amended claims (e.g., tort claims, amended grievances, unfair practice charges);
 - (b) Settlement communications;
 - (c) Deposition summaries;
 - (d) Pre-trial reports;
 - (e) Expert reports;
 - (f) Settlement options;
 - (g) Dispositive motions;
 - (h) Updated evaluations of liability and damages;
 - (i) Updated Litigation Plans; and
 - (j) Trial Reports. Unless otherwise agreed to with the appropriate District administrator, sixty (60) days before the scheduled trial date District legal counsel will submit a report to the District detailing the issues, the evidence and an analysis of same, along with any other information requested by the District in the report
 - (k) Revised budgets as necessary

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR LEGAL SERVICES

4. **Case Documents.** The District should be copied on the following documents, where applicable:
- (a) Orders of Dismissal
 - (b) Final Judgments
 - (c) Motion papers

District legal counsel shall promptly provide the District with copies of any and all documents in counsel's file regarding a District case upon request for such documents by the District.

IV. BILLING

A. Billing Procedures and Frequency of Billing

1. **Bills for Legal Services Shall Be Submitted on a Monthly Basis.** Special billing arrangements may be agreed to in certain cases or matters subject to prior written approval from the appropriate District administrator.
2. **Submission of Billing.** District legal counsel will submit bills for legal services, inclusive of detailed billing and a summary sheet of all billings, by electronic means. Any law firm working with Human Resources will send the detailed bill directly to the Superintendent's designee by electronic means, with only the summary sheet of all billings. All billing shall be in an "original" (not scanned) **PDF** format capable of being opened, read, and processed by the District's computer system and software.
3. **Formatting.** District legal counsel submitting bills for legal services must comply with the following format requirements:
 - (a) **Heading.** The first page of the bill must state (1) legal counsel's IRS identifier number; (2) case, matter identifier information or code of service; and (3) District purchase order number.
 - (b) **Body.** The body of the bill must include daily entries showing (1) the date the work was performed; (2) the person performing the work or providing the service; (3) a description of the work performed (single activities); and (4) the actual time spent on the activity, broken down to tenths (.10) of an hour.
 - (c) **Closing Summary.** The closing summary of the bill must include: (1) the full name of each attorney/paralegal who worked on the case or matter in the billing period; (2) the status of each such timekeeper (i.e. partner, associate, paralegal); (3) the hourly rate of each timekeeper; and (4) the total hours and total amount charged for each timekeeper during the billing period.
4. **Charges for Services.** District legal counsel fees and expenses should accurately reflect the cost of the work necessary to defend, resolve or address District legal matters, whether within the context of day-to-day District operations or in a formalized dispute resolution setting. The District will pay only the reasonable and necessary fees and expenses incurred by legal counsel in accordance with these Standards.
 - (a) **Time Charges.** All charges for services by attorneys and paralegals must be itemized based upon the actual time spent and broken down in one-tenth (.10) hour increments.
 - (b) **Block Entries.** "Blocked" or grouped entries for activities are permitted. Time spent on each activity shall be separately itemized if over one (1) hour total for a single day.
 - (c) **Activity Descriptions.** Descriptions of activities performed on a legal matter should inform the Districts' Director of the nature, purpose and/or subject of the work performed and the specific activity or project to which it relates. Activity descriptions should not be overly lengthy or technical and the use of legal jargon is discouraged.
 - (d) **Multiple Attendees.** Unless otherwise agreed, District legal counsel should consult with the District where it is anticipated that more than one attorney's attendance is required at trial, court appearances, meetings, depositions, witness interviews, inspections and other functions.
 - (e) **Depositions.** District legal counsel should consult with the Districts' Director before initiating and attending depositions other than that of the plaintiff(s), key witnesses, and other depositions already agreed upon in the initial Litigation Plan or supplement thereto. District legal counsel shall advise the District of upcoming depositions initiated by other parties that counsel plans to attend.

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR LEGAL SERVICES

- (f) **Legal Research.** District legal counsel should consult with the appropriate District administrator before undertaking a legal research project involving substantial expenditure of time.
- (g) **Motions.** District legal counsel should consult with the appropriate District administrator before drafting or filing any motions not previously identified and approved in the initial Litigation Plan or supplement thereto, or required to preserve a District right, defense, argument or position.
- (h) **Revising Standardized Forms and Pleadings.** Only the actual time spent in personalizing standardized pleadings, documents, or discovery responses or requests to the case at hand should be billed, rather than the time originally spent drafting such standard language.
- (i) **Clerical, Secretarial or Administrative work is not billable to the District.** Examples include, but are not limited to: receipt and distribution of mail, new file set up, maintenance of office and attorney calendars, transcription, copying, posting, faxing, e-mailing, inserting documents into and retrieving documents from the file, maintaining order in the file, stamping documents, Bates-stamping, tabbing sub-files and assembling materials.
- (j) **Deposition Transcript Summary.** Deposition transcript summaries should not be prepared without prior consultation with the appropriate District administrator.
- (k) **Expert Witnesses/Outside Consultant/Professional Services Fees.** Fees for expert witnesses or other outside consultants or professional services, or outside vendors are subject to prior, written authorization by the appropriate District administrator and will not be reimbursed absent such authorization. The authorization shall specifically state whether District legal counsel will initially pay for expert witness or other outside consultant costs and seek reimbursement for same in their regular billings to the District, or whether the District shall be billed for and pay for the expert witness or outside consultant costs directly.
- (l) **Reimbursable and Non-Reimbursable Internal Expenses.** The District will reimburse District's legal counsel's internal expenses as follows:
 - (1) **Photocopying.** With prior approval, the District will reimburse in-house photocopying costs at ten cents (\$.10) per page.
 - (2) **Postage.** The District will reimburse for postage at face value.
 - (3) **Delivery/Express/Overnight Mail Services.** The use of expedited delivery services is discouraged and will only be reimbursed if its use is necessary to the handling of a District legal matter.
 - (4) **Computer Assisted Research.** The District will pay for computer assisted research such as Westlaw, Lexis, Dialog, Information/America and other for-fee computer research databases and Internet access, but legal counsel must get District's prior approval for any charge that is anticipated to exceed \$500 in a one month period.
 - (5) **Court Reporters.** Court reporter costs are reimbursable only when reasonably required.
 - (6) **Overtime.** The District will not pay for clerical administrative overtime charges. These charges are considered part of District legal counsel's overhead.
- (m) **Travel Time**
 - (1) **Driving Travel Time to District Office.** Unless otherwise agreed to, driving travel time to and from District legal counsel offices to San José Unified School District Office, is not billable.
 - (2) **Other Driving Travel Time.** After first consulting with the appropriate District administrator, the District will only reimburse driving travel time at the legal counsel's hourly rates. Time billed for this travel shall be limited to actual time spent traveling only. **"Round the clock" billing for time spent on long distance travel will not be permitted.**
 - (3) **Personal Automobile Mileage.** The District will pay the current IRS mileage rate for personal automobile travel.

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR LEGAL SERVICES

- (4) **Air Travel Costs.** District legal counsel will consult with the appropriate District administrator prior to making arrangements for air travel. Only economy or coach airfare rates will be reimbursed. Air travel arrangements should be made as early as possible to avoid unnecessary cost. The District will not pay for service fees charged by travel agents.
- (5) **Time Spent on Other Matters While Traveling.** The District will not pay for travel time spent billed on other matters while District counsel is traveling.
- (6) **Other Travel Charges.** The District will only reimburse **pre-approved** travel expenses at the rates authorized for District personnel generally (per diems, caps on meal/hotel expenses, etc.).

V. REVIEW OF BILLING AND FILE MATERIALS

The District reserves the right to review all charges for services and disbursements pertaining to a District matter or case, including without limitation, all charges paid by District legal counsel with respect to same. The District reserves the right to conduct on-site audits and to review District legal counsel's files and/or bills, consistent with District legal counsel's ethical obligations. The on-site audits and reviews will be completed in a manner that will not compromise the attorney-client or work product protection accorded material in the District's or any other legal counsel client file or communications by and between District legal counsel and the District. District legal counsel agrees to comply with all reasonable requests for information and documents.

VI. MISCELLANEOUS

A. **Media Communication Policy.** It is the District's policy that all communications with the media regarding a District legal matter shall be controlled by and subject to the prior authorization of the District pursuant to this subsection. District legal counsel are not to respond to any media inquiry involving a District legal matter without obtaining prior authorization for same from the Districts' Director. Authorization for District legal counsel to respond to media inquiries or discuss a District legal matter with the media shall only be given when such communications are in the District's best interests and require the services of District legal counsel because the communication involves a legal matter. All District legal counsel communications with the media shall be done in an honest and ethical manner and in keeping with the rules of professional conduct.

1. The District and its affiliates and employees should not be named in any journal article, firm newsletter, video, presentation or other type of communication of a professional, promotional or educational nature without prior authorization of the District pursuant to this subsection.
2. Prior authorization of the District pursuant to this subsection means from the District's Superintendent.

B. Confidential District Information

1. During the course of providing legal services to the District, District legal counsel may have access to confidential information including without limitation employee records, student records, and/or information that is privileged and confidential by law. It is expected that District legal counsel will comply with all legal requirements governing the privacy and confidentiality of such information including without limitation all State and Federal constitutional privacy protections and applicable statutes regulations, and court decisions.
2. The District expects its legal counsel to respect the confidentiality and privacy of information pertaining to the District's operations, employees, and students as required and permitted by law, and not to disclose any such information to outside parties without obtaining prior approval from the District or unless required to do so by subpoena another legal process. District legal counsel must notify the Districts' Director as soon as possible upon receipt of any such subpoena or other legal process requiring such disclosure.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT FOR LEGAL SERVICES**

EXHIBIT B
CONTRACTOR CERTIFICATION

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

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor 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 Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor 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 Contractor 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 Contractor, 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, Contractor 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 Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor 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: [Name], [Title] at [School]

Signature: _____ Date: _____ Principal Initials: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(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 Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR LEGAL SERVICES

- Contractor and/or Contractor 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 Contractor 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 Contractor and/or Contractor 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 Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor 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.

COVID-19 Certification. The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor 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](#).

Contractor 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.

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

- Contractor and/or Contractor 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.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Conflict of Interest Certification. The Contractor and the Contractor 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, Contractor hereby represents and warrants to District the following:

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT FOR LEGAL SERVICES**

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

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

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor 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.

Orbach Huff & Henderson LLP

Date: 6/23/2025

Signature:  DocuSigned by:
Philip J. Henderson
09BF05CE74854AF...

Philip J. Henderson

Partner