

**INDEPENDENT CONTRACTOR AGREEMENT FOR AUDIT SERVICES
BY AND BETWEEN
SAN JOSÉ UNIFIED SCHOOL DISTRICT
AND
EIDE BAILLY, LLP**

This Independent Contractor Agreement for Audit Services (“Agreement”) is made as of March 31, 2025, between the **San José Unified School District** (“District”) and **Eide Bailly, LLP** (“Contractor”). The District and Contractor 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 Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the terms of this Agreement, including the Standard of Care herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Contractor shall furnish to the District Audit services as more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Services” or “Work”).
2. **Term.** Contractor shall commence providing services under this Agreement on **July 1, 2025** (“Effective Date”) and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **June 30, 2030**.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Agreement until the Contractor 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. Contractor Certification
 - 3.3. Insurance Certificates & Endorsements
 - 3.4. W-9 Form
4. **Compensation.** District agrees to pay the Contractor for Services rendered consistent with the terms of this Agreement and the Standard of Care, as defined herein, at the rates indicated and as more specifically described in **Exhibit B (“Schedule of Fees and Charges”)**, on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Six Hundred Ninety Thousand Seven Hundred Four Dollars and Zero Cents (\$690,704.00) (“Fee”)**. District shall pay Contractor only for all undisputed amounts within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
6. **Materials.** Contractor 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.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor 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.

Contractor 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 Contractor's employees.

8. Standard of Care.

- 8.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor'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. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 8.2. Contractor 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. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
- 8.4. Contractor shall ensure that any individual performing work 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 work assigned to them.

9. Originality of Services. Contractor agrees that all Deliverables submitted to the District in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source.

10. Copyright/Trademark/Patent. Contractor understands and agrees that all final reports and other completed deliverables produced under this Agreement and submitted to District by Contractor, excluding any Contractor Material (defined below) contained or embodied therein ("**Deliverables**") 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 Deliverables, including the right to secure and maintain the copyright, trademark and/or patent of Deliverables in the name of the District. However, District may not alter or amend any Deliverables issued under Contractor's name. Contractor may retain a copy of Deliverables for archival purposes. Contractor shall own its working papers, and any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, materials, or other intellectual property which may have been discovered, created, received, or developed by Contractor either prior to or as a result of providing services under the Agreement (collectively, "**Contractor Material**"). Notwithstanding anything to the contrary in this Agreement, Contractor and its personnel are free to use and employ their general skills, know-how, and expertise, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information of District.

11. Termination.

- 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services rendered consistent with the terms of the Agreement and the Standard of Care, as defined herein, to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 11.2. **Without Cause by Contractor.** Contractor may, upon ninety (90) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services rendered consistent with the terms of the Agreement and the Standard of Care, as defined herein, to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges and agrees that this notice period is acceptable so that the District can attempt to procure the Services from another source. Contractor further acknowledges and agrees that Services rendered prior to any Termination Without Cause may have a reduced value to the District based on, without limitation, the incomplete nature of the Services. Accordingly, any additional costs to the District for securing the Services from another auditor may be deducted from any outstanding payments owed by the District to the Contractor.
- 11.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention

to terminate for cause. Cause shall include:

- 11.3.1. material violation of this Agreement by the Contractor; or
- 11.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 11.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor'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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor 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.

- 11.4. **With Cause by Contractor.** The Contractor 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 Contractor. Such termination shall be effective after receipt of written notice from Contractor to the District.
- 11.5. Upon termination, Contractor shall provide the District with all Deliverables produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
- 11.6. **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. Contractor will only be entitled to payment for deliverables that have been completed consistent with the terms of the Agreement and the Standard of Care, as defined herein, as of the termination date.

12. **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.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs (including, but not limited to, reasonable attorney's fees and consultant fees and costs), expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), to the extent caused by the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, 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 Contractor in conjunction with this Agreement.

14. **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.

15. Insurance.

15.1. The Contractor 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 Contractor’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 Contractor 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 Contractor’s profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate *limits can be met through umbrella policy(ies) that follow form.	 \$ 2,000,000 \$ 4,000,000
Automobile Liability Insurance - Hired and Non-Owned Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Abuse and Molestation Liability Each Occurrence General Aggregate	 \$1,000,000 \$1,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$ 1,000,000

15.2. **Proof of Carriage of Insurance.** The Contractor 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.” This shall not apply to Contractor’s Professional Liability and Workers’ Compensation policies. Contractor shall provide thirty (30) days’ notice to District for any cancellation or reduction of its Professional Liability and/or Workers’ Compensation policies.

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 Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District, except for Professional Liability and Workers' Compensation policies.

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 either Party pursuant to this Agreement shall not be assigned without the consent of the other Party, consent to not be unreasonably withheld.

17. **Compliance with Applicable Laws.** 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 C 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.

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

18. **Permits/Licenses.** Contractor and all Contractor'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.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor 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. Contractor is responsible to comply with Santa Clara County Public Health's guidelines concerning the Novel Coronavirus (COVID-19).

20. **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.

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 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 Contractor agrees to require like compliance by all its subcontractor(s).

22. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents. The Contractor may keep from this audit any Contractor Material that it is forbidden, by applicable law or professional standards, to disclose to the District, a third-party auditor, or any agency with jurisdiction.

23. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor 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 Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 23.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(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. **Limitation of Liability.** 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. 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 in connection with this Agreement. Other than as provided in this Agreement, Contractor's financial obligations under this Agreement shall be limited to five (5) times the Fee. Contractor and its partners, affiliates, officers and employees shall not be responsible for any misstatements in the District's financial statements that the Contractor may fail to detect as a result of misrepresentations or concealment of information by any of District's directors, officers or employees.
25. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation. Upon the written request of either Party and as a precondition to litigation in court, the dispute shall be submitted to mediation. The mediator will be selected by mutual agreement. If the Parties cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Each Party shall bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Neither Party may commence a lawsuit regarding a dispute until thirty (30) days after the conclusion of mediation. Any applicable statute of limitations shall be tolled for the period of time between the non-requesting Party's receipt of the requesting Party's demand for mediation and thirty (30) days after the conclusion of mediation. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work in compliance with the Standard of Care herein. The preceding sentence does not impact Contractor's ability to terminate the Agreement pursuant to the provisions herein.
26. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(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.
27. **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:

San José Unified School District
Attn: Purchasing & Contract Management
855 Lenzen Avenue
San Jose, CA 95126

Eide Bailly, LLP
Attn: Nathaniel Edelman, CPA
4040 Campbell Ave, Ste. 200
Menlo Park, CA 94025-1053

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.

- 28. **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.
- 29. **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.
- 30. **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.
- 31. **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.
- 32. **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.
- 33. **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.
- 34. **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

Eide Bailly, LLP

Date:

Date: 8/29/2025

By:

By:

Signed by:

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Tracy Morrison
Director, Procurement

Nathaniel Edelman, CPA
Partner

Initial DS
 

EXHIBIT A**Scope of Services**

District Requests that Contractor perform the following Audit Services:

1. The financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of San José Unified School District (“District”) and separately audit the portion of the District’s Building Fund specific to the Measure R General Obligation Bond Fund (Measure R) (beginning with the fiscal year of the first issuance of the Measure R General Obligation Bond) June 30, 2025, 2026, 2027, 2028, and 2029 and for the years then ended, and the related notes to the financial statements, which collectively comprise District’s and Measure R’s basic financial statements.
2. The District’s compliance over major federal award programs for the period ended June 30, 2025, 2026, 2027, 2028 and 2029.

Contractor audits will be conducted with the objectives of Contractor expressing an opinion on each opinion unit and an opinion on compliance regarding the District’s major federal award programs. The objectives of Contractor audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes Contractor opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards, and the 2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting published by the Education Audit Appeals Panel will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of Contractor compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the District complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of Contractor engagement, Contractor will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of District regarding their methods of measurement and presentation and comparing the information for consistency with District’s responses to Contractor inquiries. Contractor will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. The RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis
- Budgetary Comparison Schedule – general fund (and all major special revenue funds)
- Schedule of Changes in the District’s Total OPEB Liability and Related Ratios
- Schedule of the District’s Proportionate Share of the Net Pension Liability
- Schedule of the District’s Pension Contributions
- Notes to Required Supplemental Information

Supplementary information other than RSI will accompany San Jose Unified School District’s basic financial statements. Contractor will subject the following supplementary information to the auditing procedures applied in Contractor audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with

auditing standards generally accepted in the United States of America. Contractor intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Schedule of Expenditures of Federal Awards
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
- Schedule of Financial Trends and Analysis
- Schedule of Charter Schools
- Combining Balance Sheet – Non-Major Governmental Funds
- Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-Major Governmental Funds
- Notes to Supplemental Information

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in Contractor audit of the financial statements, and Contractor auditor's report will not provide an opinion or any assurance on that other information. Contractor responsibility for other information included in documents containing the District's audited financial statements and auditor's report does not extend beyond the financial information identified in the report. Contractor have no responsibility for determining whether such other information contained in these documents is properly stated.

- Local Education Agency Organization Structure

Schedule of Expenditures of Federal Awards

Contractor will subject the schedule of expenditures of federal awards to the auditing procedures applied in Contractor audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. Contractor intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of Contractor engagement, Contractor will complete the sections of the Data Collection Form that are Contractor responsibility. The form will summarize Contractor audit findings, amounts, and conclusions. It is District's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. Contractor will assist District in the electronic submission and certification. District may request from Contractor copies of Contractor report for District to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of thirty (30) days after receipt of auditor's reports or nine (9) months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of Financial Statements

Contractor will conduct Contractor audits in accordance with GAAS, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the 2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. As part of an audit of financial statements in accordance with GAAS and in accordance with Government Auditing Standards, Uniform

Guidance and/or any state or regulatory audit requirements, Contractor exercise professional judgment and maintain professional skepticism throughout the audit. Contractor also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for Contractor opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, Contractor will communicate to District in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that Contractor have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by District, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

Contractor responsibility as auditors is limited to the period covered by Contractor audit and does not extend to any other periods.

Contractor will issue a written report upon completion of Contractor audit of District's basic financial statements. Contractor report will be addressed to the governing body of San José Unified School District. Circumstances may arise in which Contractor report may differ from its expected form and content based on the results of Contractor audit. Depending on the nature of these circumstances, it may be necessary for Contractor to modify Contractor opinions, add an emphasis-of-matter or other-matter paragraph(s), to Contractor auditor's report, or if necessary, withdraw from the engagement. If Contractor opinions on the basic financial statements are other than unmodified, Contractor will discuss the reasons with District in advance. If, for any reason, Contractor are unable to complete the audit or are unable to form or have not formed opinions, Contractor may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, Contractor will also issue a written report describing the scope of Contractor testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Annual Report – Form and Content, Delivery

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code, including the required compliance audit provisions of the Uniform Guidance, Audits of State of Local Governments, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S. CFR Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current Guide for Annual Audits of K-12 Local Education Agencies and State Compliance

Reporting, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors.

Audit of Major Program Compliance

Contractor audit of District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures Contractor consider necessary to enable Contractor to express such an opinion on major federal award program compliance and to render the required reports. Contractor cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for Contractor to modify Contractor opinion or withdraw from the engagement.

The Uniform Guidance requires that Contractor also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the District's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and, in accordance with Government Auditing Standards, and the 2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, Contractor exercise professional judgment and maintain professional skepticism throughout the audit. Contractor also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Contractor procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs, and performing such other procedures as Contractor considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in Contractor report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, Contractor will obtain an understanding of the District's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that Contractor consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the District's major federal award programs. Contractor tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in Contractor report. However, Contractor will communicate to District, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that Contractor have identified during the audit.

Contractor will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

District (Management) Responsibilities

Contractor audit will be conducted on the basis that District and, when appropriate, those charged with governance, acknowledge and understand that District has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which District were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective of internal control over federal awards that provides reasonable assurance that the District is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the District complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide Contractor with:
 - a. Access to all information of which District is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that Contractor may request from District for the purpose of the audit; and
 - c. Unrestricted access to persons within the District and others from whom Contractor determine it necessary to obtain audit evidence.
16. For adjusting the financial statements to correct material misstatements and confirming to Contractor in the Agreement that the effects of any uncorrected misstatements aggregated by Contractor during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing Contractor of any known or suspected fraud affecting the District involving District management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and

22. For confirming District understanding of District responsibilities as defined in this Agreement with Contractor.

With regard to the schedule of expenditures of federal awards referred to above, District acknowledge and understand District responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide Contractor with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include Contractor report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that Contractor has reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by District of the schedule and Contractor report thereon.

With regard to the supplementary information referred to above, District will acknowledge and understand District responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide Contractor with the appropriate written representations regarding supplementary information, (c) to include Contractor report on the supplementary information in any document that contains the supplementary information and that indicates that Contractor has reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by District of the supplementary information and Contractor report thereon.

As part of Contractor audit process, Contractor will request from District and, when appropriate, those charged with governance, written confirmation concerning representations made to Contractor in connection with the audit.

Contractor understands that District employees will prepare all confirmations Contractor requests and will locate any documents or invoices selected by Contractor for testing.

If District intends to publish or otherwise reproduce the financial statements and make reference to Contractor firm, District agrees to provide Contractor with printers' proofs or masters for Contractor review and approval before printing. District also agrees to provide Contractor with a copy of the final reproduced material for Contractor approval before it is distributed.

Nonattest Services

With respect to any nonattest services Contractor performs, Contractor agrees to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by District.
- Complete the auditee's portion of the Data Collection Form.
- Prepare or assist with preparing government-wide conversion entries based on information provided by District for preparation of the government-wide financial statements.
- Prepare schedule of expenditures of federal awards based on information provided by District.

Contractor will not assume District responsibilities on behalf of San José Unified School District (District). The District understands and agrees that any advice or recommendation Contractor may provide in connection with Contractor audit engagement are solely to assist District in performing its responsibilities.

The District is responsible for (a) making all District decisions and performing all District functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Contractor responsibilities and limitations of the nonattest services are as follows:

- Contractor will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Contractor firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making District decisions or assuming District responsibilities.

Nathan Edelman is the engagement partner for the audit services specified in this Agreement. Responsibilities include supervising services performed as part of this Agreement and signing or authorizing another qualified firm representative to sign the audit report.

Other Matters

During the course of the engagement, Contractor will only provide confidential engagement documentation to District via Eide Bailly's secure portal or other secure methods, and request that District use the same or similar tools in providing information to Contractor. Should District choose not to utilize secure communication applications, District acknowledges that such communication contains a risk of the information being made available to unintended third parties. Similarly, Contractor may communicate with District or District personnel via e-mail or other electronic methods, and District acknowledges that communication in those mediums contains a risk of misdirected or intercepted communications.

Should District provide Contractor with remote access to District information technology environment, including but not limited to District financial reporting system, District agrees to (1) assign unique usernames and passwords for use by Contractor personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of District data; (3) limit access to the areas of District technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to Contractor upon the completion of procedures for which access was provided. Contractor agrees to only access District technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on District website or elsewhere, District understands that electronic sites are a means to distribute information and, therefore, Contractor are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit Contractor from being the sole host and/or the sole storage for District financial and non-financial data. As such, it is District responsibility to maintain District original data and records and Contractor cannot be responsible to maintain such original information. By signing this Agreement, District affirms that District has all the data and records required to make District books and records complete.

Contractor may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering Contractor services to District. Contractor use of service providers may require access to client information by the service provider. Contractor will take reasonable precautions to determine that Contractor has the appropriate procedures in place to prevent the unauthorized release of confidential information to others. Contractor will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Contractor agrees to retain Contractor audit documentation or work papers for a period of at least eight (8) years from the date of Contractor report.

Further, Contractor will be available during the year to consult with District on financial management and accounting matters of a routine nature.

Neither Parties may use or disclose the other's confidential information for any purpose except as permitted under this Agreement or as otherwise necessary for Eide Bailly to provide the services. District confidential information is defined as any information District provides to Contractor that is not available to the public. Eide Bailly's confidential information includes Contractor audit documentation for this engagement. Contractor audit

documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between Parties.

District agrees to share all facts that may affect District financial statements, even if District first becomes aware of those facts after the date of the auditor's report but before the date District financial statements are issued.

At the conclusion of Contractor audit engagement, Contractor will communicate to the District and Governing Board the following significant findings from the audit:

- Contractor views about the qualitative aspects of the District's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those Contractors believes are trivial, if any;
- Disagreements with District, if any;
- Other findings or issues, if any, arising from the audit that are, in Contractor professional judgment, significant and relevant to those charged with governance regarding District oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of District as a result of Contractor audit procedures;
- Representations Contractor requested from District;
- District's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with the District.

Government Auditing Standards require that Contractor provide, upon request, a copy of Contractor most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, Contractor will provide a copy of Contractor most recent peer review report at District request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing services for San José Unified School District.

EXHIBIT B

Schedule of Fees and Charges

Fees and Timing

Contractor fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, administrative charges and a technology fee. Invoices are payable pursuant to the requirements of this Agreement. **Please see below table for Contractor audit fees.** Contractor will notify District immediately of any circumstances Contractor encounters that could significantly affect this fee. Whenever possible, Contractor will attempt to use the District’s personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce Contractor time requirements and facilitate the timely conclusion of the audit. Further, Contractor will be available during the year to consult with District on financial management and accounting matters of a routine nature.

	Fiscal Year Audited				
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
San José Unified School District financial statement audit, financial statement preparation, State compliance	\$83,000.00	\$87,150.00	\$91,508.00	\$96,083.00	\$100,887.00
Federal single audit (Up to 3 programs)	\$24,000.00	\$25,200.00	\$26,460.00	\$27,783.00	\$29,172.00
Separate financial statement audit of the Measure R General Obligation Construction Bond Fund *(not needed if the fiscal year of the first issuance of the Measure R General Obligation Bond begins after the Audit Fiscal Year)	\$18,000.00*	\$18,900.00	\$19,845.00	\$20,837.00	\$21,879.00
Total all-inclusive fee	\$125,000.00	\$131,250.00	\$137,813.00	\$144,703.00	\$151,938.00

Purchase order for the year ended June 30,

	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Totals
Audit of the fiscal year 2025	\$24,510	\$100,490					\$125,000
Audit of the fiscal year 2026		\$39,375	\$91,875				\$131,250
Audit of the fiscal year 2027			\$41,344	\$96,469			\$137,813
Audit of the fiscal year 2028				\$43,411	\$101,292		\$144,703
Audit of the fiscal year 2029					\$45,581	\$106,357	\$151,938
	\$24,510	\$139,865	\$133,219	\$139,880	\$146,874	\$106,357	\$690,704

District shall withhold ten percent (10%) of the Fee for a Fiscal Year pursuant to Education Code section 14505(a) and will pay the withheld amount to Contractor upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505(b), the District shall withhold fifty percent (50%) of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The amount withheld under Education Code section 14505(b) shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

The ability to perform and complete Contractor engagement consistent with the fee included above depends upon the quality of District underlying accounting records and the timeliness of District personnel in providing information and responding to Contractor requests. To assist with this process, Contractor will provide District with an itemized request list that identifies the information District will need to prepare and provide in preparation for Contractor engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by District personnel may result in an increase in Contractor fees and/or a delay in the completion of Contractor engagement. Any changes to the fee or term must be upon the agreement of the Parties in writing.

Contractor may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Contractor's personnel. Furthermore, upon request, Contractor may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. Contractor will be compensated for any time and expenses, including time and expenses of legal counsel, Contractor may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of Contractor Firm's performance of these services. District and District's attorney will receive, if lawful, a copy of every subpoena Contractor is asked to respond to on District behalf and will have the ability to control the extent of the discovery process to control the costs District may incur.

Should this Agreement terminate before Contractor audit procedures are completed and a report issued, District will be billed for services to the date of termination and payment will be due in accordance with the terms of this Agreement.

Method of Payment

1. Contractors shall submit 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 person or subcontractor providing Services.
2. Contractor shall submit these invoices electronically to the District via the District's authorized representative.
3. Upon receipt and approval of Contractor's invoices, the District agrees to make payments on all undisputed amounts within thirty (30) days of receipt of the invoice.

EXHIBIT C
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:

- 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:

- 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.

Eide Bailly, LLP

Date: 8/29/2025

Signature:  Signed by:
CDFS98F39ED644E...

Nathaniel Edelman, CPA

Partner

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 Work of this Agreement.

Eide Bailly, LLP

Date: 8/29/2025

Signature: Signed by:
Nathaniel Edelman
CDFD98F39ED644E...

Nathaniel Edelman, CPA

Partner

(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 Work under this Agreement.)

EXHIBIT C CONTINUATION
STUDENT DATA CONFIDENTIALITY CERTIFICATION

The Contractor 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 Contractor 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 Contractor.

Furthermore, the Contractor 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 Contractor has access:

- Contractor 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.
- Contractor acknowledges that the Agreement allows the Contractor access to (CDI) for whom the Contractor 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 Contractor 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 Contractor 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.
- Contractor agrees to hold (CDI) in strict confidence. Contractor 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. Contractor agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Contractor shall, within three days of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. Contractor’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 Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, Contractor 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 Contractor to receive Covered Data and Information provided to Contractor pursuant to this Agreement, to delete consumer’s personal information or to access information collected by Contractor hereunder, Contractor shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

Eide Bailly, LLP

Date: 8/29/2025

Signature: Signed by:
Nathaniel Edelman
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Nathaniel Edelman, CPA

Partner