

**INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
BY AND BETWEEN
SAN JOSÉ UNIFIED SCHOOL DISTRICT
AND
WOOLPERT, INC.**

This Independent Contractor Agreement for Special Services (“Agreement”) is made as of October 30, 2025, between the **San José Unified School District** (“District”) and **Woolpert, Inc.** (“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 standards of its profession, to District’s satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Contractor shall furnish to the District demographic services as more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Services” or “Work”).
2. **Location.** District Wide
3. **Term.** Contractor shall commence providing services under this Agreement on **December 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, 2026**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law, and based on the approval of the District’s Governing Board.
4. **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:
 - 4.1. Signed Agreement
 - 4.2. Contractor Certification
 - 4.3. Insurance Certificates & Endorsements
 - 4.4. W-9 Form
5. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, 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 Ninety-Nine Thousand Five Hundred Dollars (\$99,500.00) (“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 and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.
6. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
7. **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.
8. **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.

9. **Standard of Care.**

9.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner in accordance with the standard of care ordinarily exercised by members of the same profession, 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.

9.2. 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.

9.3. 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.

9.4. 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.

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

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

12. **Termination.**

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered 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.

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

12.2.1. material violation of this Agreement by the Contractor; or

12.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

12.2.3. 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.

12.3. **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.

12.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

- 12.5. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.
13. **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.
14. **Indemnification.** To the furthest extent permitted by California law, Contractor shall indemnify, and hold harmless the District, its agents, representatives, officers, employees, trustees, and volunteers ("the indemnified parties") from claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to the extent caused by the negligence (whether acts, errors, or omissions), recklessness, 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. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
15. **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.
16. **Insurance.**
- 16.1. 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.
- 16.1.1. **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)
- 16.1.2. **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.
- 16.1.3. **Professional Liability.** Professional Liability 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 | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |
| Automobile Liability Insurance - Any Auto | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |
| Abuse and Molestation Liability | |
| Each Occurrence | \$1,000,000 |
| General Aggregate | \$1,000,000 |
| Professional Liability | \$ 2,000,000 |
| Workers Compensation | Statutory Limits |
| Employer's Liability | \$ 1,000,000 |

- 16.2. **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:
- 16.2.1. 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."
 - 16.2.2. 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.
 - 16.2.3. 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.
 - 16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 16.3. **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.
17. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
18. **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.
19. **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.
20. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement as respects the operations of Contractor and Contractor's subcontractors in the performance of this Agreement. Contractor shall not be responsible for the safety operations of any other party or for general safety other than safety of the public as respects the operations of Contractor and Contractor's subcontractors 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). 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.

21. **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.
22. **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).
23. **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.
24. **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:
 - 24.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
 - 24.3. 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.
25. **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. Neither party shall be responsible to the other for consequential, incidental, special, indirect, or punitive damages.
26. **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, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
27. **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.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, or facsimile transmission, addressed as follows:

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

Woolpert, Inc.
 Attn: Ann Hoffsis
 4454 Idea Center Blvd.
 Dayton, OH 45430

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

- 29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
- 31. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 32. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.
- 33. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 34. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 35. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

San José Unified School District

Date: 12/9/2025

By: 
24398E33D9794D1...

Tracy Morrison
Director, Procurement



Woolpert, Inc.

Date: 12/9/2025

By: 
C514EE913C594DD...

Ann Hoffsis
Vice-President

EXHIBIT A
STATEMENT OF WORK

Demographic Services

Woolpert (or “We”) will provide demographic services to the San José Unified School District (“SJUSD” or “School District”). These services identify potential elementary consolidation options and corresponding attendance boundaries that minimize the disruption of students while maximizing the efficiency of school facilities. Our assumptions are that we will use the data in the Woolpert 2024 School Capacity Report, 2024 Enrollment Projections, and 2024 Student Potential Analysis, high-level financial information related to operating each school, programming data, school conditions (FCI or similar), and the Schools of Tomorrow Committee recommendations for ideal characteristics of an elementary school to analyze options. The table below details the specific activities and tasks we will perform under this statement of work.

| Activity | Tasks |
|---|--|
| 1. Plan for Planning | <p>1.A. Facilitate Kick-Off Meeting</p> <p>Woolpert will facilitate a virtual Kick-Off Meeting to ensure clear agreement on project objectives and expectations and gain consensus on the process we will be implementing. We will use this meeting with administration to fully familiarize ourselves with the School District’s goals and discuss approach. We will discuss roles and responsibilities, anticipated issues, timeline, and prepare for project roll-out.</p> |
| 2. Collect and Review Data | <p>2.A. Data Collection</p> <p>Woolpert will gather and review data pertinent to the attendance boundary analysis process. The data may include such things as:</p> <ul style="list-style-type: none"> • Existing enrollment projections. • School district demographic profile. • GIS data. • Capacity of facilities. • School conditions (FCI). • SJUSD program profile. • High-level financial information related to operating each school. • Schools of Tomorrow Committee recommendations for ideal characteristics of an elementary school, including a listing of schools that currently meet and those that have the potential to meet these criteria. <p>2.B. Background Report</p> <p>Woolpert will use the data provided by SJUSD and local municipalities to create a background report. The purpose of the background report is to provide the committee with current state information, that is pertinent to attendance boundaries and explains why boundary changes are necessary. The background report will be updated throughout the process as additional datasets are requested or created. The background report will include information such as:</p> <ul style="list-style-type: none"> • Current state of the schools: maps, facility utilizations, and demographics • Closest school analysis • Live/Attend analysis • Density maps • Walk zones • Residential developments • Enrollment projections • Census datasets |
| 3. Elementary Consolidation and Boundary Options | <p>3.A. Elementary School Consolidation and Boundary Options</p> |

| Activity | Tasks |
|---|--|
| | <p>Woolpert will support the development of elementary school consolidation and boundary options, and/or analyze options provided by SJUSD or the STIC. We will work with SJUSD and the master planning consultant(s), if needed, to analyze and draft options. Options will consider enrollment and attendance patterns, school capacities and utilizations, pupil demographics, financial impacts (based on information provided by SJUSD), high-level school conditions (FCI or similar), Schools of Tomorrow Committee recommendations for ideal characteristics of an elementary school, environmental factors, and transportation. Additional factors may include feeder (K-12 progression) impacts, students impacted, socioeconomic impact, or other factors as requested by SJUSD or the STIC.</p> <p>Limitations: It is assumed that SJUSD will provide Woolpert with the necessary datasets to create and provide support on the options. Data must include current enrollments, student address data, attendance patterns, school capacities (should they be different than those listed in the 2024 SJUSD Capacity Report), financial information related to operating each school (operational savings), programming, high-level school conditions (FCI or similar), and Schools of Tomorrow Committee recommendations for ideal characteristics of an elementary school. It is further assumed that SJUSD and/or their consultants will provide information relating to specific schools that meet the committee’s criteria for an ideal elementary school.</p> <p>Should SJUSD request an update to any of the demographic or capacity studies provided by Woolpert in 2024, we can do so for an additional fee. It should be noted that this additional work would impact the timeline.</p> <p>3.B. Work Sessions with SJUSD and/or their Consultants</p> <p>Woolpert will meet virtually with SJUSD and/or their consultants once weekly up to four times (during business hours) to discuss and review elementary consolidation and boundary options prior to Committee meetings or after feedback has been gathered from the Committee regarding options.</p> <p>Woolpert will continue to refine elementary consolidation and boundary options that consider enrollment and attendance patterns, school capacities and utilizations, pupil demographics, financial impacts (based on information provided by SJUSD), high-level school conditions (FCI or similar), Schools of Tomorrow Committee recommendations for ideal characteristics of an elementary school, environmental factors, and transportation, feeder (K-12 progression) impacts, students impacted, socioeconomic impact, or other factors as requested by SJUSD or the STIC.</p> |
| <p>4. Present Initial Analysis</p> | <p>4.A. Present Initial Analysis to STIC</p> <p>Upon request, Woolpert will attend one STIC meeting, virtually, to present the initial analysis and facility options. During this meeting, we will ask the Committee to provide feedback on the elementary school consolidation and boundary options presented.</p> |
| <p>5. Additional Analysis</p> | <p>5.A. Additional Analysis</p> <p>Woolpert will complete additional analysis as needed to support the STIC. Additional support will include up to 3 additional rounds of options creation to address feedback from the STIC. It is important to note that while all feedback from the STIC will be considered, there may be situations where some feedback cannot be addressed due to its inability to meet District goals, such as creating over- or under-utilized buildings.</p> <p>5.B. Work Sessions with SJUSD and/or their Consultants</p> <p>Woolpert will meet virtually with SJUSD and/or their consultants weekly, up to three times, to obtain updates about STIC meetings, make updates to the consolidation and/or boundary options, and to review the feedback received during STIC meetings.</p> |
| <p>6. Finalize Recommendation(s)</p> | <p>6.A. Finalize Recommendation</p> |

| Activity | Tasks |
|----------|---|
| | <p>Woolpert will virtually attend the final STIC meeting to assist with drafting and/or finalizing the recommendation(s).</p> <p>6.B. Final Report</p> <p>Woolpert will compile the analysis and final option and create a presentation for the STIC to incorporate into the committee’s recommendation to the Board of Education. The presentation will include the maps and metrics related to the final option determined by the STIC.</p> <p>6.C. School Locator Application</p> <p>Woolpert will provide a web-based school locator for the duration of this project. This school locator will be available for the STIC to review boundary options in more detail. The information in the school locator is based on the boundaries used in the study, which are either provided by SJUSD or developed by Woolpert during the project. The locator will be updated throughout the process to include the existing boundaries, any options presented to the committee for feedback, and the final boundary recommendation(s).</p> <p>This service is template-based and is offered as-is for the duration of this project.</p> <p>Should SJUSD wish to retain the school locator after this project is complete, we can provide it via:</p> <ul style="list-style-type: none"> • A separate maintenance agreement for the school locator. • A subsequent agreement under which we are providing additional attendance boundary rezoning or other relevant applicable services. |

Schedule

Woolpert is committed to meeting the anticipated schedule for the project as set forth below. Schedule is subject to change and changes shall be mutually agreed to by both Parties.

| Approximate Timeline | | | | | | | | | | | | | | | | | | | |
|---|---|--------------|----|----|--------------|--------------|--------------|--------------|------------------|--|---|--------------|--------------|---|-----------------|--------------|--------------------------------|----|----|
| Month: | December 2025 | | | | January 2026 | | | | February 2026 | | | | March 2026 | | | | Implementation (post-approval) | | |
| Week (Monday): | 1 | 8 | 15 | 22 | 29 | 5 | 12 | 19 | 26 | 2 | 9 | 16 | 23 | 2 | 9 | 16 | | 23 | 30 |
| Plan for Planning | Process Kickoff | | | | | | | | | | | | | | | | | | |
| Collect & Review Data | Collect & Review Data; Background Report | | | | | | | | | | | | | | | | | | |
| Elementary Consolidation and Boundary Options & Work Sessions with SJUSD and/or their Consultants | Elementary Consolidation and Boundary Options | | | | | | | | | | | | | | | | | | |
| | | Work Sess. 1 | | | | Work Sess. 2 | Work Sess. 3 | Work Sess. 4 | | | | | | | | | | | |
| Present Initial Analysis to STIC | | | | | | | | | Present Analysis | | | | | | | | | | |
| Develop Boundary Options | | | | | | | | | | Elementary School Consolidation and Boundary Option Revisions (that address consolidation options) | | | | | | | | | |
| Additional Analysis | | | | | | | | | | Additional Analysis to Account for STIC feedback | | | | | | | | | |
| Internal Meetings | | | | | | | | | | Work Sess. 1 | | Work Sess. 2 | Work Sess. 3 | | | | | | |
| Finalize Recommended Option(s) & Prepare Report | | | | | | | | | | | | | | | Attend STIC Mtg | Final Report | | | |
| Provide Interactive Mapping (School Locator) | | | | | | | | | | | | | | | | | | | |

EXHIBIT B
FEE SCHEDULE

The proposed fee for Woolpert to provide demographic services to San José Unified School District (“SJUSD” or “School District”) as described in the statement of work, is shown in the table below. This fee shall be payable in monthly installments based on the percentage of work completed. Fees below are based on agreement being entered into prior to March 1, 2026.

The following rates, which include overhead, administrative cost and profit, shall be utilized when performing all Services and shall not be changed for the Term of the Agreement. (“Fee Schedule”).

| Service Description | Proposed Fee |
|----------------------|---|
| Demographic Services | \$99,500 *plus reimbursable expenses (estimated to be \$0) |

**Reimbursable Expenses*

Reimbursable expenses are direct expenses that include, but are not limited to, the following times a multiple of 1.10:

- Travel.
- Lodging.
- Meals.
- Copying.
- Shipping/overnight delivery.
- Prints.

Standard Hourly Rates

Should SJUSD request meetings or additional services outside the scope outlined in this proposal—such as our attendance at board meetings—the fee for such services, including meeting preparation and travel time, will be billed at the standard hourly rates, plus reimbursable expenses*. Receipts shall be provided for all reimbursable expenses* billed to the District. All additional services are subject to prior approval by the District.

| Position | Rate |
|------------------------|------------|
| Discipline Leader | \$350/hour |
| Program Director | \$325/hour |
| Consultant III | \$275/hour |
| Consultant II | \$225/hour |
| Consultant I | \$200/hour |
| Project Coordinator II | \$175/hour |
| Project Coordinator I | \$150/hour |

Rates shown are for 2025. Rate Schedule will be adjusted annually on January 1 of the next calendar year. Any rate adjustments for the 2026 calendar year shall require approval by both Parties through an amendment to this Agreement.

Limitations

It is assumed that SJUSD or its consultants will provide all required enrollment, school facility, and other data and materials identified in the Statement of Work and subsequent data requests. If Woolpert must assume any responsibilities of SJUSD not described in this Statement of Work or attend additional meetings at SJUSD, such tasks may be defined as Additional Work if they cause the maximum budget amount to be exceeded. Additional Work may also include other tasks not described in the Statement of Work. Rates for any Additional Work shall be subject to prior approval by the District before such work is performed.

Method of Payment

1. Contractors shall submit monthly invoices on a form and in the format approved by the District. All invoices shall provide sufficient detail for the District to verify the time and materials expended by each 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.

Woolpert, Inc.

Date: 12/9/2025

Signature:  Signed by:
Ann Hoffsis
C514EE913C594DD...

Ann Hoffsis

Vice-President

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.

Woolpert, Inc.

Date: 12/9/2025

Signature: Signed by:
Ann Hoffsis
C514EE913C594DD...

Ann Hoffsis

Vice President

(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 one day 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.

Woolpert, Inc.

Date: 12/9/2025

Signature: Signed by:

 C514EE913C594DD...

Ann Hoffsis
 Vice President