

**INDEPENDENT CONTRACTOR AGREEMENT FOR SOFTWARE LICENSES AND  
CURRICULUM MATERIALS  
BY AND BETWEEN  
SAN JOSÉ UNIFIED SCHOOL DISTRICT  
AND  
BEDFORD, FREEMAN & WORTH PUBLISHING GROUP, LLC**

This Independent Contractor Agreement for Software Licenses and Curriculum Materials (“Agreement”) is made as of April 26, 2026, between the **San José Unified School District** (“District”) and **Bedford, Freeman & Worth Publishing Group, LLC** (“Contractor”). The District and Contractor may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

**WHEREAS**, California Public Contract Code § 20118.3 authorizes the governing board of any school district to purchase instructional materials—including instructional computer software packages—without taking estimates or advertising for bids; and

**WHEREAS**, the District’s adoption of instructional materials, including software licenses, is further authorized under California Education Code §§ 60200 et seq., which allows local educational agencies to select and adopt instructional materials aligned with state academic content standards; and

**WHEREAS**, the District has determined that contracting directly for the adoption and purchase of these software licenses without competitive bidding is in the best interest of the District to efficiently meet its operational and instructional needs; and

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

1. **Services.** Contractor shall furnish to the District the services as more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Services” or “Work”).
2. **Location.** Contractor shall provide the Services District-wide, as further described in **Exhibit A**.
3. **Term.** Unless terminated or otherwise cancelled as permitted herein, Contractor shall commence providing Services under this Agreement on **July 1, 2026** and will diligently perform as required and continue performance until **June 30, 2034** (“Term”). The California Department of Education (“CDE”) typically updates instructional material adoption approvals on an 8-year cycle for core curriculum areas, including math which is the subject of the Services (“Cycle”). Therefore, notwithstanding Education Code section 17596, the District aligns the Term of this Agreement with the State’s Cycle. The Parties agree that if this Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s) for terms of 5 years each and under the same terms and conditions of this Agreement, provided that the full term of Services provided under all those agreements shall not exceed June 30, 2034.
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 Rates”)**, on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Two Hundred Twenty-Six Thousand Seven Hundred Twelve Dollars and Fifty-Six Cents (\$226,712.56)** (“Fee”). Although the Fee for the entire Term is set forth herein, Contractor shall only invoice, and the District shall only owe payment to Contractor, for Services on an annual basis, as further set forth in **Exhibit B**. District reserves the right to adjust the amounts allocated to each Site and set forth in **Exhibit B** on an annual basis, so long as the total amount for all Sites for that year does not exceed that portion of the Fee allocated to that year. 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, 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.** Except for Contractor's Pre-Existing Intellectual Property (as defined below), 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.

Notwithstanding the foregoing, all pre-existing proprietary data, materials and other intellectual property of Contractor that is provided to District by Contractor in connection with this Agreement (collectively, "**Contractor's Pre-existing Intellectual Property**") shall remain Contractor's property.

12. **Work Product.** With the exception of Contractor's Pre-existing Intellectual Property, District is the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind ("Work Product") produced for the sole benefit of the District as part of or resulting from this Agreement, and all rights in such Work Product, and no uses thereof except in Contractor's performance of the Services will be permitted except by express written permission of the District. Contractor acknowledges that this Agreement and its work hereunder, including the Work Product, may be subject to disclosure to the public. With respect to records in the District's or Contractor's possession that may be protected from disclosure by applicable law, Contractor agrees to abide by such law. For the avoidance of doubt, no Work Product will be developed under this Agreement.

### 13. Termination.

- 13.1. **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.
- 13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 13.2.1. material violation of this Agreement by the Contractor; or
  - 13.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
  - 13.2.3. 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 ten (10) 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 ten (10) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
- 13.3. **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.
- 13.4. **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.

14. **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 Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time Contractor executed this Agreement.

15. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from costs, expenses, liability, loss, damage or injury of any kind, in law or equity, arising out of any third party claim ("Claim"), resulting from , in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, and subcontractors in the performance of this Agreement.,

Contractor's indemnification obligations hereunder this contract to defend, keep harmless and indemnify the indemnified parties shall be subject to the following: (a) the indemnified parties shall provide Contractor with prompt notice of the claim giving rise to such obligation; (b) the indemnified parties shall cooperate with the Contractor in the defense or settlement of any such claim.

16. **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.

**17. Insurance.**

- 17.1. 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.
  - 17.1.1. **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)
  - 17.1.2. **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.
  - 17.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession.

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

- 17.2. **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:
  - 17.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, and expiration date.
  - 17.2.2. 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.
  - 17.2.3. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 17.3. Contractor agrees to provide the District with thirty (30) days’ written notice of any cancellation or modification of or to the insurance policies required hereunder.
- 17.4. **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.

**18. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor, except in connection with the sale of all or substantially all of the outstanding assets or equity of Contractor.

19. **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.

20. **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.
21. **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). 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.
22. **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.
23. **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).
24. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, relating to payments made by District to Contractor 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. Without undue delay following Contractor's receipt of a written request from the District, Contractor shall permit the District, its agent, other representatives, or an independent auditor to perform a remote audit, of all books and records relating to payments made by the District to Contractor pursuant to this Agreement. The scope of such audit shall be mutually agreed upon in writing by the parties. 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.
25. **Limitation of Liability.** Other than as provided in this Agreement, each party's financial obligations under this Agreement shall be limited to the payment of the Fee provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall either party be liable to the other party, 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.
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, or sent by email, addressed as follows:

**San José Unified School District**  
 Attn: Purchasing & Contract Management  
 855 Lenzen Avenue  
 San Jose, CA 95126  
 Email: purchasing@sjusd.org

**Bedford, Freeman & worth Publishing Group, LLC**  
 Attn:Adoptions Department  
 120 Broadway Floor 25  
 New York, NY 12071  
 Email: adoptions@bfpwpub.com

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 with respect to the subject matter herein 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 applicable law and clause required by applicable 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**

**BFW Publishing**

Date:

Date: 06/01/26

By:

By: 

Tracy Morrison

Anne Posegate

Director, Procurement

Director of Bids & Contracts

Initial  


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

Contractor shall provide the following software licenses and curriculum materials during the term of this Agreement.

YEAR	PRODUCTS & SERVICES INCLUDED
<p><b>Year 1 (2026-2027):</b> Textbooks; Initial 8-Year Student Licenses; Teacher Materials</p>	<ul style="list-style-type: none"> <li>• The Practice of Statistics for the AP® Course (print textbook)</li> <li>• Achieve for The Practice of Statistics for the AP® Course (Eight-Use Online; Add-On)</li> <li>• Teacher's Edition for The Practice of Statistics for the AP® Course</li> <li>• Test Bank for the Practice of Statistics for the AP® Course</li> </ul> <p style="text-align: center;">-----</p> <ul style="list-style-type: none"> <li>• Calculus for the AP® Course (print textbook)</li> <li>• Achieve for Calculus for the AP® Course (Eight-Use Online; Add-On)</li> <li>• Teacher's Edition with Online Teacher Resources for Calculus for the AP® Course</li> <li>• Test Bank for Calculus for the AP® Course</li> <li>• Shipping of materials</li> </ul>
<p><b>Years 2-8 (2027-2034):</b> Continuation of Initial 8-Year Student Licenses (Billed Annually in Advance)</p>	<ul style="list-style-type: none"> <li>• Achieve for The Practice of Statistics for the AP® Course (Eight-Use Online; Add-On)</li> <li>• Achieve for Calculus for the AP® Course (Eight-Use Online; Add-On)</li> </ul>

**EXHIBIT B**  
**SCHEDULE OF FEES AND RATES**

**1. SUMMARY OF PRODUCTS AND SERVICES:**

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. (“Schedule of Fees and Rates”).

**Quotation # 00136407 and # 00136408**

<b>Product</b>	<b>ISBN/EAN</b>	<b>Total Qty for 8 years</b>	<b>Sales/Net Price</b>	<b>Total Price</b>
The Practice of Statistics for the AP® Course	1319613284/ 9781319613280	425	\$178.98	\$76,066.50
Achieve for The Practice of Statistics for the AP® Course (Eight-Use Online; Add-On)	1319639305/ 9781319639303	425	\$60.00	\$25,500.00
Teacher's Edition for The Practice of Statistics for the AP® Course	1319613292/ 9781319613297	12	\$499.98	\$0.00
Test Bank for the Practice of Statistics for the AP® Course	1319621503/ 9781319621506	12	\$499.98	\$0.00
Calculus for the AP® Course	1319453422/ 9781319453428	525	\$162.98	\$85,564.50
Achieve for Calculus for the AP® Course (Eight-Use Online; Add-On)	1319583792/ 9781319583798	525	\$60.00	\$31,500.00
Teacher's Edition with Online Teacher Resources for Calculus for the AP® Course	1319535399/ 9781319535391	12	\$499.98	\$0.00
Test Bank for Calculus for the AP® Course	1319535488/ 9781319535483	12	\$499.98	\$0.00
List Total:				\$218,631.00
Savings:				\$23,999.04
Shipping/Tax/Other:				\$8,081.56
<b>Total:</b>				<b>\$226,712.56</b>

**2. ANNUAL PAYMENT SCHEDULE (INVOICED ANNUALLY):**

District shall issue Purchase Order for the total contract value, with payments to be made in annual installments as set outlined in the table below.

<b>Payment #</b>	<b>Amount</b>	<b>Due Date</b>	<b>Fiscal Year</b>
1	\$176,837.56	7/1/2026	2026-2027
2	\$7,125.00	7/1/2027	2027-2028
3	\$7,125.00	7/1/2028	2028-2029
4	\$7,125.00	7/1/2029	2029-2030
5	\$7,125.00	7/1/2030	2030-2031
6	\$7,125.00	7/1/2031	2031-2032
7	\$7,125.00	7/1/2032	2032-2033
8	\$7,125.00	7/1/2033	2033-2034
<b>Total</b>	<b>\$226,712.56</b>		

**3. Method of Payment**

Contractors shall submit annual invoices on a form and in the format approved by the District. All invoices shall provide sufficient detail for the District to verify the Services.

Contractor shall submit these invoices electronically to the District via the District's authorized representative.

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:

Signed by: Melitta Nerhood Date: 6/8/2026  
8243A970CA64437...  
 Melitta Nerhood, Director of Curriculum & Instruction Secondary

**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.

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**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.

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**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.

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**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.

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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.

**BFW Publishing**

Date: 06/01/26

Signature: 

Anne Posegate

Director, Bids & Contracts

**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.

**BFW Publishing**

Date: 06/01/2026

Signature: 

Anne Posegate  
Director, Bids & Contracts

(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 its 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 applicable 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 Contractor or made available to Contractor 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 District may use the information, but only for the purposes for which the disclosure was made. For purposes of this Agreement and for the avoidance of doubt, "CDI" and "education records" do not include de-identified data, which refers to data generated from usage of Contractor's proprietary software solutions from which all personally identifiable information has been removed or obscured so that it does not identify any individual and there is no reasonable basis to believe that the information can be re-identified or otherwise used to identify any individual ("De-identified Data"). Contractor maintains the perpetual right to use De-identified Data for product development, product functionality and research purposes, as permitted under the Family Educational Rights and Privacy Act (FERPA).
- 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 providing the Services to the District.
- 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 48 hours of discovery, report to District any use or disclosure of District CDI not authorized by this Agreement or in writing by District. 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 CDI 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.

**BFW Publishing**

Date: 06/01/26

Signature: 

Anne Posegate  
Director, Bids & Contracts