

**INDEPENDENT CONTRACTOR AGREEMENT FOR
EMPLOYEE BENEFITS CONSULTING SERVICES
BY AND BETWEEN
SAN JOSÉ UNIFIED SCHOOL DISTRICT
AND
THE SEGAL COMPANY (WESTERN STATES), INC. DBA SEGAL**

This Independent Contractor Agreement for Employee Benefits Consulting Services (“Agreement”) is made as of May 21, 2026, between the **San José Unified School District** (“District”) and **The Segal Company (Western States), Inc. DBA Segal** (“Firm”). The District and Firm may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

WHEREAS, District issued Request for Qualifications and Proposals No. 2026-1032 for Employee Benefits Consulting Services (“**Services**”) on March 11, 2026 (“**RFQ/P**”); and

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 Firm warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Firm 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.** Firm 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.** Work will be performed District-wide.
3. **Term.** Firm shall commence providing services under this Agreement on **July 1, 2026** (“Effective Date”) and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **June 30, 2029**. This Agreement may be extended for up to two (2) additional one (1)-year terms 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 Firm shall not commence the Work under this Agreement until the Firm 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 Firm 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 Five Hundred Seventy Thousand Dollars and Zero Cents (\$570,000.00)** (“Fee”). Additional work outside of the defined scope required and approved by District shall be billed at the rates set forth in **Exhibit B (“Hourly Rate”)**, on an hourly or per-item basis, as applicable. District shall pay Firm only for all undisputed amounts within thirty (30) days after the Firm 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 Firm for any costs or expenses paid or incurred by Firm in performing the Work.
7. **Materials.** Except as otherwise set forth herein, Firm 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. District agrees to supply to Firm (either directly or through District's agents and representatives) on a reasonable basis, all of the data, documentation and information reasonably needed and requested by Firm to perform the Services ("District Information"). If District Information is not in a usable format, Firm will notify District and the Parties will work together to convert the District Information into a usable format. Firm will have the right to reasonably rely on the accuracy and completeness of District Information and will have no responsibility for independently verifying District Information for accuracy or completeness, to the extent that verification is outside of Firm's scope of Services. To the extent that verification of District Information for accuracy or completeness is outside the scope of Firm's Services, Firm shall promptly notify District of any concerns with the accuracy or completeness of District Information. District will notify Firm promptly upon gaining knowledge of any material change to District Information. District acknowledges and agrees that Firm shall have no liability for errors resulting from latent defects in District Information or District's failure to notify Firm of material changes to District Information.
8. **Independent Contractor.** Firm, in the performance of this Agreement, shall be and act as an independent contractor. Firm 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. Firm 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 Firm's employees.
9. **Standard of Care.**
 - 9.1. Firm represents that Firm has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Firm'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. Firm's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 9.2. Firm 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. Firm shall be responsible for the professional quality, technical accuracy (subject to Section 7 herein), completeness, and coordination of the Services, and Firm understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 9.4. Firm 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.** Firm 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 Firm and shall not be copied in whole or in part from any other source, except that submitted to Firm by District as a basis for such services.
11. **Copyright/Trademark/Patent.** District acknowledges that, in providing the Services, Firm will distribute or make available certain proprietary materials ("Firm's Proprietary Information"), including, but not limited to, publications, software, know-how, techniques, methodologies and report formulas. Except to the extent that they are or incorporate Firm's Proprietary Information, all documents, data, and other tangible materials authored or prepared by Firm for District under the terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of District. District shall have a perpetual, fully paid, non-exclusive, non-transferable and non-sublicensable license and right to use, copy, and modify Firm's Proprietary Information as

part of the Deliverables internally and for their intended purposes. Firm will not have any responsibility or liability to the District for use of any Deliverable in any manner other than for the intended purpose.

12. Termination.

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Firm only for services satisfactorily rendered to the date of termination upon fifteen (15) calendar days written notice by District to Firm. Notice shall be deemed given when received by the Firm 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 Firm; or

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

12.2.3. Firm is adjudged a bankrupt, Firm makes a general assignment for the benefit of creditors or a receiver is appointed on account of Firm's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within seven (7) 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 seven (7) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Firm. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Firm shall immediately pay the reasonable 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 Firm.** The Firm 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 Firm. Such termination shall be effective after receipt of written notice from Firm to the District.

12.4. Upon termination, Firm shall provide the District with all Deliverables prepared pursuant to this Agreement.

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. Firm will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.

13. **Force Majeure Clause.** Firm 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 Firm. 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 Firm executed this Agreement.

14. **Indemnification.** To the furthest extent permitted by California law, Firm shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), to the extent resulting from the negligence, recklessness, bad faith, willful misconduct or fraud of Firm, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services. The District shall have the right to accept or reject any legal representation that Firm proposes to defend the indemnified parties for any reasonable reason.

15. **Release.** Firm acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require Firm to enter upon and into the District’s site(s) or property(ies) (“Premises”). Firm further acknowledges that Firm’s use of the Premises may result in Firm’s exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively “Infectious Disease”). Firm 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. Firm 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 Firm, 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 Firm, 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 Firm 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 Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Firm’s performance of any portion of the Services. (Form CG 0001 and CA 0001 or equivalent form)

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 Firm 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 (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Firm’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 - hired and non-owned	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$1,000,000
Cyber Liability	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

16.2. **Proof of Carriage of Insurance.** The Firm 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, limits of insurance, addressed of the insured, expiration date, and length of cancellation and reduction 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 Firm'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 Firm pursuant to this Agreement shall not be assigned by the Firm, except Firm may assign its rights or delegate performance to its parent company or to one of its affiliates that is wholly-owned by Firm's parent company and operating under the same trade name; provided that there is no change in primary personnel performing Services or to the ownership structure of the parent company upon written notice to the District.

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

Firm shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Firm observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Firm 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 Firm's receipt of a written termination notice from the District. If Firm performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Firm shall bear all costs arising therefrom.

19. **Permits/Licenses.** Firm and all Firm'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.** Firm is responsible for maintaining safety in the performance of this Agreement. Firm 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. Firm is responsible to comply with Santa Clara County Public Health's guidelines concerning the Novel Coronavirus (COVID-19). Firm 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.** Firm, if an employee of another public agency, agrees that Firm 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 Firm 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 Firm agrees to require like compliance by all its subcontractor(s).

23. **Audit.** Firm shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Firm transacted under this Agreement. Firm shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Subject to applicable privileges and obligations of confidentiality established by statutes, ordinances, regulations, case law, or other legal authority, Firm 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 Firm and shall conduct audit(s) during Firm's normal business hours, unless Firm otherwise consents.

24. **District's Evaluation of Firm and Firm's Employees and/or Subcontractors.** The District may evaluate the Firm 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 Firm and the Firm's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Firm, Firm'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 District 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.
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, Firm shall neither rescind the Agreement nor stop Work.
27. **Confidentiality.** The Firm and all Firm's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. The District and the District's agents, personnel, employee(s), and/or subcontractor(s) shall use reasonable efforts to maintain the confidentiality of certain information received in the course of performing the Services that the Firm has specifically identified as confidential or proprietary at the time of disclosure. The Firm acknowledges that as a public sector entity, District may be subject to certain freedom of information and/or public disclosure laws, including the California Public Records Act. If District receives a request pursuant to such law, to disclose any information marked as confidential or proprietary at the time of disclosure, District will notify the Firm with sufficient time for the Firm to seek any legally permissible exemption from disclosure. The Firm shall be solely responsible for all costs related to seeking such exemption. 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

The Segal Company (Western States) Inc. DBA Segal
Attn: Robert Mitchell
180 Howard Street, Suite 1100
San Francisco, CA 94105
Email: rmitchell@segalco.com

With a copy to:
Attn: General Counsel
66 Hudson Blvd, E., 20th floor
New York, NY 10001
Email: Contract_Notice@segalco.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 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.

<<<<<<<<< SIGNATURES ON THE FOLLOWING PAGE >>>>>>>>>

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

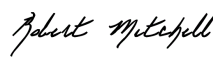
The Segal Company (Western States) Inc. DBA Segal

Date:

Date: 6/22/2026

By:

By:

DocuSigned by:

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Tracy Morrison
Director, Procurement

Robert Mitchell, CEBS
Senior Vice President

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EXHIBIT A

SCOPE OF SERVICES

District may require Firm to perform the following Services during the following fiscal years 2026-2027, 2027-2028, and 2028-2029. The Contract shall be for a three (3) year term, with the option to extend for two (2) additional one (1)-year terms.

1. Provide comprehensive employee benefits consulting services, including support the development, implementation, and ongoing management of competitive, cost-effective, and compliant employee benefits programs.
2. Provide Broker services for group health and welfare benefit plans, including medical, dental, vision, life insurance, Employee Assistance Program (EAP), transit, and flexible spending account (FSA) plans.
3. Evaluate existing employee benefit plans, research the market, and identify other competitive insurance coverage options.
4. Solicit competitive bids for existing employee benefit plans, evaluate proposals, and make recommendations.
5. Conduct negotiations to ensure adequate coverage for medical, dental, vision, life insurance, long-term disability insurance, EAP and any other benefit plan changes.
6. Review all insurance carrier contracts and ensure that the District is adequately covered with respect to its benefit plans.
7. Advise, on a continuing basis and in a timely manner, of any and all significant matters or developments related to carrier service issues.
8. Assist with union negotiations as required, providing informational requests, studies and surveys, and presentations.
9. Assist in evaluating the retiree benefit program.
10. Ensure District compliance with all federal, state and local laws and regulations regarding employee benefits.
11. Provide quarterly statistical reports, including but not limited to rates, aggregate claims, demographic changes and other market trends.
12. Provide assistance with benefit issues related to coverage, claims, billing, and other related matters that may arise during the normal business operations.
13. Provide advice on issues related to the Health Care Reform Act, including recommendations necessary for a smooth transition to comply with the Act's requirements.
14. Review our current HIPAA compliance, provide recommendations for improvement, and offer any necessary staff training.

EXHIBIT B

SCHEDULE OF FEES AND CHARGES

1. The following rates, which include overhead, administrative costs, and profit, shall apply to all Services performed under this Agreement and shall remain firm and not subject to increase during the Term of the Agreement for the following fiscal years:

- July 1, 2026 – June 30, 2027 \$190,000
- July 1, 2027 – June 30, 2028 \$190,000
- July 1, 2028 – June 30, 2029 \$190,000

- Optional Year 4: July 1, 2029 – June 30, 2030 \$200,000
- Optional Year 5: July 1, 2030 – June 30, 2031 \$200,000

Line of Coverage / Service	Company	Commission	Third Party Compensation	Direct Client Fees	Effective Date
Consulting Services	Segal	See below*	N/A	\$190,000	07/01/2026
Medical (PPO and HMO)	Segal	See below*	N/A	Included	07/01/2026
Prescription Drug	Segal	See below*	N/A	Included	07/01/2026
Dental	Segal	See below*	N/A	Included	07/01/2026
Vision	Segal	See below*	N/A	Included	07/01/2026
Stop Loss	Segal	See below*	N/A	Included	07/01/2026
Life and AD&D	Segal	See below*	N/A	Included	07/01/2026
Supplemental Life	Segal	See below*	N/A	Included	07/01/2026
Employer Paid Long Term Disability	Segal	See below*	N/A	Included	07/01/2026
Employee Assistance Program	Segal	See below*	N/A	Included	07/01/2026
Section 125	Segal	See below*	N/A	Included	07/01/2026
Flexible Spending Account Admin	Segal	See below*	N/A	Included	07/01/2026
Group Accident	Segal	See below*	N/A	Included	07/01/2026
Cancer Coverage	Segal	See below*	N/A	Included	07/01/2026

*To be determined and only applied at the District's direction

2. **Hourly Rates:** For fiscal years 2026-2027, 2027-2028, and 2028-2029, additional work required and approved by District outside the defined scope shall be billed at the hourly rate of \$425.00 for all professional staff, subject to a not-to-exceed cap established in advance. For fiscal years 2029-2030 and 2030-2031, the hourly rate shall be \$450.00.

EXHIBIT B CONTINUATION

SCHEDULE OF FEES AND CHARGES

3. Compensation Disclosure Statement

Segal's compensation structure is designed to promote pricing transparency and fiscal accountability by capping the District's financial exposure for both recurring and ad-hoc services. Administrative efficiency is further enhanced through the use of a single composite hourly rate applied consistently to all Segal professionals across all engagements. This structure also protects the District from incurring costs when services are not rendered under a fixed retainer arrangement.

At the District's direction, Segal may accept commissions and apply such amounts toward recurring and ad hoc project fees, including but not limited to audits and communication initiatives. Under any compensation arrangement, Segal remains fully committed to transparency and will provide regular, comprehensive reporting.

Segal will not accept any supplemental, contingent, or override compensation associated with coverages placed on the District's behalf without prior District approval. If authorized, commissions will be applied at the District's direction, with ongoing, comprehensive reporting to ensure full transparency.

4. Method of Payment

- a. Firm 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.
- b. Firm shall submit these invoices electronically to the District via the District's Accounts Payable Department at accountspayable@sjusd.org with a carbon copy to the District representative.
- c. Upon receipt and approval of Firm'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 Firm,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Firm 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 Firm and the Firm parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Firm hereby represents and warrants to District the following:

- Firm and/or Firm 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 Firm 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 Firm, 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, Firm 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 Firm and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Firm at all times while services are provided on site such that Firm 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 Firm 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 Firm and the Firm parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Firm hereby represents and warrants to District the following:

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

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

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

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

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

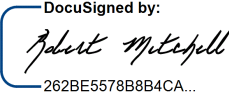
- Firm and/or Firm parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Firm's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Firm and/or Firm parties have read and understand the District's Conflict of Interest Code and, Firm knows or has reason to believe that Firm has a conflict of interest that requires disclosure and Firm and/or Firm

parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Firm shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Firm 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 Firm 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.

The Segal Company (Western States) Inc. DBA Segal

Date: 6/22/2026

Signature: 262BE5578B8B4CA...

Robert Mitchell, CEBS
Senior 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.

The Segal Company (Western States) Inc. DBA Segal

Date: 6/22/2026

Signature:  262BE5578B8B4CA...

Robert Mitchell, CEBS

Senior 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
DATA CONFIDENTIALITY CERTIFICATION

The Firm 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 staff personnel, performance, and employment-related data. The Firm will ensure that confidential data, including data on individual staff members, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic record information supplied by Institution, as well as any data provided by Institution’s staff to the Firm.

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

- Firm 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)), to the extent such records relate to staff members who are also students or are otherwise covered by FERPA. 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 only for the purposes for which the disclosure was made.
- Firm acknowledges that the Agreement allows the Firm access to (CDI) for staff members for whom the Firm has a legitimate business or institutional interest. Such access shall be used solely for purposes authorized under the Agreement, including staff performance, supporting professional development, and providing employment-related services.
- The Firm 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 staff. The Firm acknowledges that it is illegal for a one staff member to have access to another staff member’s confidential personal data without proper authorization and will not share (CDI) from any source with unauthorized individuals.
- Firm agrees to hold (CDI) in strict confidence. Firm shall not use or disclose (CDI) received from or on behalf of Institution (or its staff) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Firm agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Firm shall, within five days of discovery (or any shorter period of time required by applicable law), report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. Firm’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 Firm has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Firm has taken or shall take to prevent future similar unauthorized use or disclosure.
- Firm will comply with the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104–191), to the extent applicable to any health-related staff information accessed under this Agreement.

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

The Segal Company (Western States) Inc. DBA Segal

Date: 6/22/2026

Signature:  262BE5578B8B4CA...

Robert Mitchell, CEBS

Senior Vice President

EXHIBIT C CONTINUATION
IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

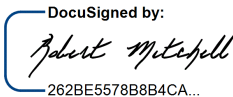
Firm shall complete **ONLY ONE** of the following three paragraphs.

- 1. Firm's total Proposal is less than one million dollars (\$1,000,000).
OR
- 2. Firm's total Proposal is one million dollars (\$1,000,000) or more, but Firm is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Firm is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
OR
- 3. Firm's total Proposal is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Firm to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with the Proposal.**

I certify that I am duly authorized to legally bind the Firm to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

The Segal Company (Western States) Inc. DBA Segal

Date: 6/22/2026

Signature:  262BE5578B8B4CA...

Robert Mitchell, CEBS

Senior Vice President