

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

This Service Agreement for Special Services ("Agreement") is made as of April 23, 2024, between the **San José Unified School District** ("District") and Woolpert, Inc. ("Contractor" or "Woolpert"). The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District requires such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Contractor shall furnish to the District demographic analysis, enrollment forecasting, facilities planning and a developer fee justification study as more fully described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Term.** Contractor shall commence providing services under this Agreement on **May 10, 2024** ("Effective Date"), and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **June 30, 2025** with a one-year option to renew. Renewal shall be in the form of an amendment to this Agreement, upon mutual approval of both parties to the extent permissible under applicable law, and based on the approval of the District's Governing Board.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - 3.1. Signed Agreement
 - 3.2. Contractor Certification
 - 3.3. Insurance Certificates & Endorsements
4. **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 ("Fee Schedule")**, on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Two Hundred and Twenty-Two Thousand Dollars (\$222,000.00)**. 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.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
8. **Standard of Care.**

- 8.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 8.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 8.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 8.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
9. **Originality of Services.** Contractor agrees that all 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.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Termination.**
- 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services 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.
 - 11.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 11.2.1. material violation of this Agreement by the Contractor; or
 - 11.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 11.2.3. 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 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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
 - 11.3. **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.
 - 11.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.
 - 11.5. **Termination for Non-Appropriation of Funds.** The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.
12. **Force Majeure Clause.** Contractor shall be excused from performance hereunder during the time and to the extent that it

is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic (collectively a "Force Majeure Event") when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with a Force Majeure Event, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Consultant's performance of the Services impossible, and that event was not reasonably foreseeable at the time Contractor executed this Agreement.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, ("Claim"), to the extent caused by , the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
14. **Release.** Contractor acknowledges that it is voluntarily and freely entering into this Agreement and to perform the Services which may require Contractor to enter upon and into the District's site(s) or property(ies) ("Premises"). Contractor further acknowledges that Contractor's use of the Premises may result in Contractor's exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID-19 (collectively "Infectious Disease"). Contractor further acknowledges the dangers involved with providing the Services and, with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premise for the performance of the Services.
15. **Insurance.**
- 15.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
- 15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)
- 15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
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

- 15.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 15.2.3. An endorsement stating that the District and its representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 15.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
16. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. **Compliance with Applicable Laws.** In performing services under this Agreement, Contractor shall comply with all applicable legal requirements. Contractor must complete and sign the Contractor Certifications attached as Exhibit C when Contractor submits this Agreement to the District. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
18. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
19. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Contractor is responsible to comply with Santa Clara County Public Health's guidelines concerning the Novel Coronavirus (COVID-19).
20. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
22. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

23. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 23.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 23.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
 - 23.3. Consultant agrees to remove or re-assign its employees as may be reasonably requested by the District as a result of the District's evaluation. The District shall provide its request in writing, convey the basis for its request and provide reasonable time for Consultant to satisfy the District's request.
24. **Limitation of 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 either Party 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.
25. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
26. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, or facsimile transmission, addressed as follows:

San José Unified School District
855 Lenzen Avenue
San José, CA 95126
Attn: Laura Garcia

Woolpert, Inc.
2855 Michelle Drive, Suite 230
Irvine, CA 92606
Attn: Justin Rich

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

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

by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

San José Unified School District

Date:

By:

Tracy Morrison

Director, Procurement

A small blue DocuSign signature box containing the initials "jm" in a cursive font.

Woolpert, Inc.

Date: 5/14/2024

By:

DocuSigned by:
Christina Parr
5F2A595FBDED432...

Christina Parr

Market Director – Advisory Services
Strategic Consulting

EXHIBIT A
STATEMENT OF WORK

Capacity Analysis

Woolpert (or “We”) will provide capacity analysis services to San José Unified School District (SJUSD or “School District”). These services calculate the capacities of all available facilities using floor plans and room uses, taking program needs and class size into account. The table below details the specific activities and tasks we will perform under this statement of work.

Activity	Tasks
<p>1. Kick-Off Meeting</p>	<p>1.A. Kick-Off Meeting Woolpert will facilitate a virtual kick-off meeting to review process, timeline, and data requests. We will use this meeting with administration to discuss issues specific to capacity and building utilization. These may include class sizes, special education, specialty programs, or any other special circumstances relative to SJUSD.</p> <p>During this meeting, we will also determine a plan for status updates, including frequency and proposed participants, discuss roles, functions, and responsibilities; anticipate issues, and prepare for project roll out.</p>
<p>2. Collect and Review Data</p>	<p>2.A. Data Compilation Woolpert will collect and review various maps, schedules, and information pertaining to the school sites. We will collect information such as:</p> <ul style="list-style-type: none"> • State standards and formulas for school capacity calculations. • Teachers’ association contracts on maximum class size. • Defined number of teaching stations within each facility. • Floor plans. • Master schedules. • Enrollment at each school <p>2.B. Inventory and Policy Review Woolpert will review facilities inventory with school district staff, including policies and practices around loading standards and the facilities needs of SJUSD educational programs. This will assist in determining which facilities are counted towards available capacity and which facilities are reserved for other programs.</p>
<p>3. Perform Calculations</p>	<p>3.A. Inventory Map Preparation Woolpert will use our GIS software to create maps of each campus that identify each classroom and the current usage by category. These maps can be used to visually represent the facilities inventory in presentations and reports.</p> <p>3.B. Capacity Calculation Woolpert will use the facilities inventory along with SJUSD policies/practices to calculate capacities for each school within the school district. Final calculations will include:</p> <ul style="list-style-type: none"> • An overview of the methodology used in capacity calculations. • Total capacity for each building. • A summary table with room counts by space type and resulting capacity. • Maps showing the use and design for each room in the facility. • Enrollment versus capacity comparison.
<p>4. Prepare and Present Report</p>	<p>4.A. Analysis Draft and Finalization Woolpert will prepare draft and final versions of the analysis and provide the final report to SJUSD in PDF format.</p>

Enrollment Projections

Through our extensive experience with enrollment projections, we understand such work is as much an art as a science. The science is knowing which information to gather and how to use the forecasting methodologies. The art is in analyzing the output and knowing when and how to use the information.

We have created computer modeling mechanisms that consider different demographic trends in different areas of school districts. These tools assist clients in ensuring the provision of sufficient school facilities for their communities.

Our custom enrollment projection software, Student Trends & Enrollment Projections (STEP), was developed in collaboration with The Ohio State University. STEP is based on industry best practices as well as our experiences with schools, school districts, and state agencies.

Data is analyzed using the STEP software—which applies the cohort survival method—to develop recommended, moderate, low, and high enrollment projections. These projections consider issues such as rate of growth or decline and recent economic developments.

Each enrollment projection studies include:

- Historical enrollment trends
- Ten years of enrollment projections by grade, by year
- Demographic profile of the School District including:
 - US Census data
 - Census block group school-age population estimates (current and future)
 - Resident live birth counts
 - Housing information

We offer multiple approaches to projecting enrollment to meet the needs of our clients.

A **District-wide Enrollment Projection** is useful for budgeting and planning at the district-wide level. This service includes ten years of enrollment projections:

- District-wide, by grade, by year

An **Enrollment Projection by School of Attendance** is useful for facilities and boundary planning, planning teacher or program placement, and budgeting based on projected growth and decline in each school within the School District. Projections are based on where students attend schools within the School District. These projections reflect the actual student enrollment in school facilities, regardless of which boundaries the students reside within. They account for inter-district and intra-district open enrollment and transfers. This service includes ten years of enrollment projections:

- By school, by grade, by year
- District-wide, by grade, by year

An **Enrollment Projection by Boundary of Residence** is useful for planning school facilities and attendance boundaries based on projected growth and decline in geographic areas within the School District. Projections are based on where students live within the School District's boundaries. These projections do not account for open enrollment or transfers, so they will reflect actual totals each facility can expect if all students attend the school assigned to their address. This service includes:

- By attendance boundary (geographic) area, by grade, by year for ten years.
- District-wide, by grade, by year for ten years.
- Live/Attend Analysis showing aggregate counts of where students live in respect to attendance area versus where students attend school.
- Student density maps illustrating the concentration of students geographically throughout the School District.

Our enrollment projection methodologies and tools have given us a history of providing extremely accurate projections for our clients. Many of our studies have yielded 99% or higher accuracy rates when comparing projected to actual enrollment.

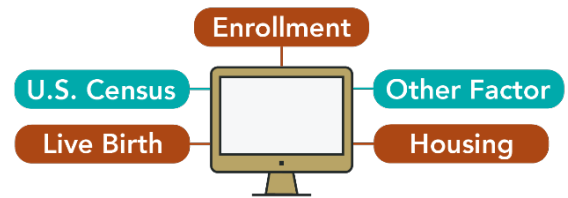


Figure 2: Data Points Used for Enrollment Projections

Statement of Work

Enrollment Projections by Boundary of Residence

Woolpert (or “We”) will provide San José Unified School District (SJUSD or “School District”) with enrollment projections based on where students *live*. This option is useful for planning school facilities and attendance boundaries based on projected growth and decline in *areas* within the school district. This service includes projections:

- By attendance boundary area and grade.
- District-wide and by grade.

We base these projections on where students *live* within the school district’s boundaries. These projections do not account for open enrollment or transfers, so they will reflect actual totals each facility can expect if all students attend the school assigned to their address. The table below details the specific activities and tasks we will perform under this statement of work.

**Assumes all requested historical enrollment data, historical student data, and attendance boundary files are received in Week 1.*

*** Our proposed enrollment projections and their associated fee are dependent upon receipt of this information from the school district.*

****Our proposed enrollment projections and their associated fee are dependent upon receipt of this information from the school district. Should SJUSD have student data but no boundary data, we can help create a boundary shapefile for an additional fee.*

Activity and Timing*	Tasks
<p>1. Kick-Off Meeting Week 1</p>	<p>1.A. Kick-Off Meeting</p> <p>Woolpert will facilitate a virtual kick-off meeting to review process, timeline, and data requests. We will use this meeting with administration to discuss any issues that have impacted enrollment in the past and/or may impact enrollment in the near future.</p>
<p>2. Collect and Review Data Weeks 1-2</p>	<p>2.A. Review District Data, Information, and Documents</p> <p>Woolpert will collect and review SJUSD data, information, and documents related to existing and future student enrollment. The data, information, and documents may include:</p> <ul style="list-style-type: none"> • District-wide student enrollment by grade and year for 10 prior school years. • Last 10 years of student databases including student ID, address, school, and grade-level data (identifying information such as student name should be eliminated from the database before being submitted to us)**. • Open enrollment (transfer in/out) data, as available. • Charter school and non-public school enrollment, as available. • Attendance boundary shapefiles***. • Resident live birth data from state health department. • Housing data. • Planned residential development, as available. • Population trends. • Census data. • Esri block group data. • Previous enrollment studies completed, as available. <p>2.B. Geocoding</p> <p>Geocoding involves using the student database to place each student electronically on a map. Woolpert will perform this process to address-match all students in SJUSD so enrollment can be analyzed in our GIS. Documentation will include the geocoded student file, address-matching specifications, accuracies, and other reference data used to create the file. During geocoding, we will:</p> <ul style="list-style-type: none"> • Organize GIS data in the coordinate system of local data sources.

Activity and Timing*	Tasks
	<ul style="list-style-type: none"> • Perform quality control on student address data. • Address-match each student record using ArcGIS software. • Include GIS metadata where appropriate.
<p>3. Identify Trends Weeks 2-3</p>	<p>3.A. Perform Live/Attend Analysis</p> <p>Woolpert will perform a historical live/attend analysis showing aggregate counts of where students live in respect to attendance area versus where students attend school.</p> <p>3.B. Student Density Maps</p> <p>To illustrate the concentration of students throughout SJUSD, Woolpert will create student density maps using available student data. These maps provide important information about the distribution of the school district's student population.</p> <p>3.C. Calculate Cohort Survival Ratios</p> <p>Woolpert will measure the change in the cohort--the number of pupils in one grade in one year--as this group progresses to higher grades in subsequent years. Because they consider the changes occurring on a grade-by-grade basis, historical cohort survival ratios provide much more information than a simple enrollment history of the school district.</p> <p>We will analyze recent data and determine a projection ratio based on analysis of average or weighted ratios. This will reflect current enrollment trends within SJUSD and increase the accuracy of the final projections.</p> <p>3.D. Identify Kindergarten Enrollment Trends</p> <p>Woolpert will analyze the correlation between historical kindergarten enrollments and the live birth counts within the community five years earlier. Live birth data is used to project future kindergarten enrollments.</p>
<p>4. Project Enrollment Weeks 3-5</p>	<p>4.A. Develop Enrollment Projections</p> <p>Woolpert will use STEP software to develop recommended, moderate, low, and high enrollment projections for the school district by attendance boundary. We will develop enrollment projections using the cohort-survival method. These projections account for issues such as recent growth and economic trends.</p> <p>Transitional Kindergarten (TK) enrollment projections will be projected on a districtwide basis based on the rollout of universal TK in California. Woolpert has determined that projecting TK enrollment on a districtwide basis is the best approach due to shifts and changes at the site level for TK availability and offerings.</p>
<p>5. Create Enrollment Projections Report Weeks 6-8</p>	<p>5.A. Prepare and Review Draft Report and Create Final Report</p> <p>Woolpert will use and assess the information listed above to develop an Enrollment Projections Report that includes:</p> <ul style="list-style-type: none"> • Historical enrollment trend and grade-to-grade survival ratios • Demographic profile of the school district including: <ul style="list-style-type: none"> - US Census data - Census block group school-age population estimates (current and future) - Resident live birth counts - Housing information • 10-year enrollment projections by attendance boundary area, by grade. • 10-year enrollment projections district-wide, by grade.

Activity and Timing*	Tasks
<p>Perform Review <i>(Complimentary Service)</i> Fall of the Following School Year</p>	<p>We will create a draft report and review and discuss it with SJUSD. We will provide a finalized report upon completion of the study.</p> <p>Perform district-wide Comparison and Provide Recommendation In the fall of the following school year, at the school district's request, Woolpert will compare SJUSD's actual enrollment to the enrollment projections we produced through this proposal.</p> <p>We will provide:</p> <ul style="list-style-type: none">• A district-wide comparison.• A recommendation regarding whether an update should be performed.

Statement of Work

Enrollment Projections by School of Attendance

Woolpert (or “We”) will provide San José Unified School District (SJUSD or “School District”) with enrollment projections based on where students *attend* school. This option is useful for facilities and boundary planning, planning teacher or program placement, and budgeting based on projected growth and decline in each school within SJUSD. This service includes projections:

- By school, by grade.
- District-wide, by grade.

We base these projections on where students *attend schools* within the school district. These projections reflect the actual student enrollment in school facilities, regardless of which boundaries the students actually reside within. They account for inter-district and intra-district open enrollment and transfers. The table below details the specific activities and tasks we will perform under this statement of work.

**Assumes all requested historical enrollment data, historical student data, and attendance boundary files are received in Week 1.*

Activity and Timing*	Tasks
1. Kick-off Meeting Week 1	1.A. Kick-off Meeting Woolpert will facilitate a virtual kick-off meeting to review process, timeline, and data requests. We will use this meeting with administration to discuss any issues that have impacted enrollment in the past and/or may impact enrollment in the near future.
2. Collect and Review Data Weeks 1-2	2.A. Review District Data, Information, and Documents Woolpert will collect and review SJUSD data, information, and documents related to existing and future student enrollment. The data, information, and documents may include: <ul style="list-style-type: none"> • Student enrollment by school, by grade for 10 prior school years. • Historical feeder patterns and school assignment policies. • Open enrollment (transfer in/out) data, as available. • Charter, non-public, and homeschool enrollment, as available. • Resident live birth data from the state health department. • US Census data. • Population trends. • Esri block group data. • Housing data. • Planned residential development, as available. • Previous enrollment studies completed, as available.
3. Identify Trends Weeks 2-3	3.A. Calculate Cohort Survival Ratios Woolpert will measure the change in the cohort--the number of pupils in one grade in one year--as this group progresses to higher grades in subsequent years. Because they consider the changes occurring on a grade-by-grade basis, historical cohort survival ratios provide much more information than a simple enrollment history of the school district. We will analyze recent data and determine a projection ratio based on analysis of average or weighted ratios. This will reflect current enrollment trends within SJUSD and increase the accuracy of the final projections. 3.B. Identify Kindergarten Enrollment Trends Woolpert will analyze the correlation between historical kindergarten enrollments and the resident live birth counts within the community five years earlier. Live birth data is used to project future kindergarten enrollments.

Activity and Timing*	Tasks
<p>4. Project Enrollment Weeks 3-5</p>	<p>4.A. Develop Enrollment Projections</p> <p>Woolpert will use STEP software to develop recommended, moderate, low, and high enrollment projections for the school district by school. We will develop enrollment projections using the cohort-survival method. These projections account for issues such as recent growth and economic trends.</p> <p>Transitional Kindergarten (TK) enrollment projections <i>will be projected on a districtwide basis</i> based on the rollout of universal TK in California. Woolpert has determined that projecting TK enrollment on a districtwide basis is the best approach due to shifts and changes at the site level for TK availability and offerings.</p>
<p>5. Create Enrollment Projections Report Weeks 6-8</p>	<p>5.A. Prepare and Review Draft Report and Create Final Report</p> <p>Woolpert will use and assess the information listed above to develop an Enrollment Projections Report that includes:</p> <ul style="list-style-type: none"> • Historical enrollment trend and grade-to-grade survival ratios • Demographic profile of the school district including: <ul style="list-style-type: none"> - US Census data. - Census block group school-age population estimates (current and future). - Resident live birth counts. - Housing information. • 10-year enrollment projections by school, by grade. • 10-year enrollment projections district-wide, by grade. <p>We will create a draft report and review and discuss it with SJUSD. We will provide a finalized report upon completion of the study.</p>
<p>Perform Review <i>(Complimentary Service)</i> Fall of the following school year</p>	<p>Perform District-Wide Comparison and Provide Recommendation</p> <p>In the fall of the following school year, at the school district's request, Woolpert will compare SJUSD's actual enrollment to the enrollment projections we produced through this proposal.</p> <p>We will provide:</p> <ul style="list-style-type: none"> • A district-wide comparison. • A recommendation regarding whether an update should be performed.

Housing Analyses

Housing analyses, when performed in conjunction with an enrollment projection, are helpful for planning new facilities, considering boundary changes, and determining the impact any housing development may have on enrollment. We offer multiple housing studies, each providing a different depth of data analysis.

Student Yield Analysis

- Analyzes student yields of existing house stock

Subdivision Yield Analysis

- Analyzes student yields of existing house stock
- Applies identified student yields to active & planned housing

Student Potential Analysis

- Analyzes student yields of existing house stock, based on the age of the home, creating a model of yields that can be used to age-out existing & future housing stock
 - Students/unit grouped by age of home
 - Illustrates housing turnover
- Applies identified student yields to active & planned housing
- Incorporates vacant, developable land (zoned for agriculture) and applies yield model to this land to predict potential # of students

A **student yield analysis** calculates district-wide student yields by housing type (single-family unit vs. multi-family unit) by dividing the number of students by the number of housing units. For example, five students divided 10 homes equals a student yield of 0.5 students per home.

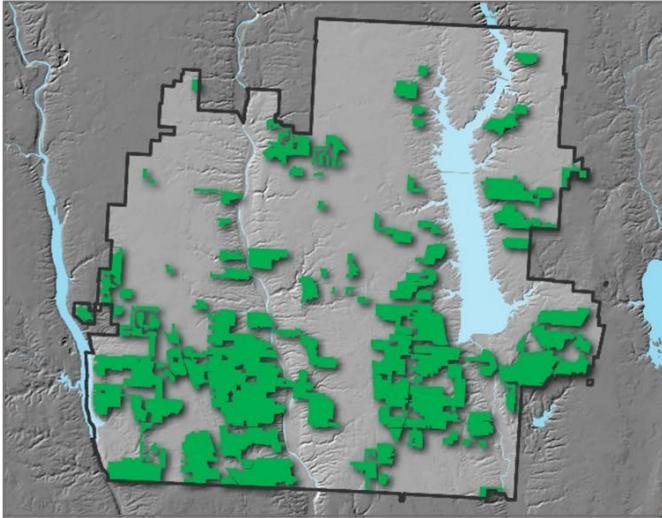
This helps determine the number of students per single-family home and the number of students per multi-family unit and can be useful for districts that are experiencing some—but not extensive—development.

A **subdivision yield analysis** studies and calculates student yield by housing type, by neighborhood, or subdivision. We apply the previously calculated student yields to any active and planned housing development in the district, providing data-driven estimates on how many students each new development could potentially yield upon completion. By comparing housing types, locations, and volume to where students live, we can establish yield factors for all geographies of a school district.



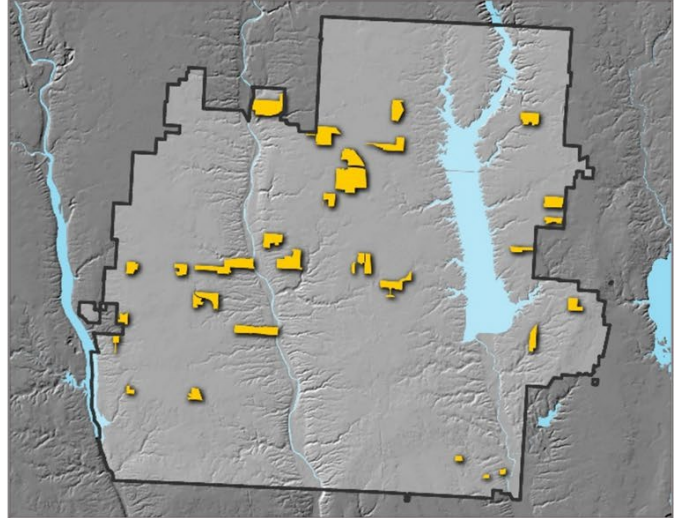
A **student potential analysis** builds upon the student yield analysis and subdivision yield analysis to incorporate the potential number of students that may come out of vacant, developable land, as well as an analysis of student yields based on age of home. We calculate historical student yield by the following factors, based on data availability:

- Housing Type
- Age of Home
- Home Value



Existing Single-Family

20,514 Occupied Units
535 Permitted Vacant Units
17,113 Students
Mature Year: 2049
Mature Enrollment:10,436



Preliminary Subdivision Approval

2,503 Single-Family Units
732 Multi-Family Units
1,802 Acres

We use these yield factors to create a sliding scale of yields to account for housing turnover. The sliding scale is then applied to every existing home in the district based on its age, along with any identified housing development, land owned by developers, and vacant land that is likely to develop in the future. This provides a district-wide estimate of students based on historical and anticipated rates of housing development approximately 10-100 years into the future.

Creating a Study That Works for You

We understand that each school district is unique and that your situation may not fit into any of the analyses above. **We will take the time to fully understand your needs and can then tailor a report that fits your situation.** By combining our demographic expertise and GIS, we can analyze anything from sewer infrastructure to a municipality's comprehensive plans. We will work with SJUSD to help get the answers you need.

Statement of Work

Student Potential Analysis

Woolpert (or “We”) will provide student potential analysis services to San José Unified School District (“SJUSD” or “School District”). This process produces a district-wide estimate of students based on historical and anticipated rates of housing development, including vacant developable land, approximately 10-100 years into the future. The table below details the specific activities and tasks we will perform under this statement of work.

**Assumes student data is received in Week 1.*

***Our proposed student potential analysis and its associated fee are dependent upon receipt of this information from the school district.*

Activity and Timing	Tasks
<p>1. Kick-off Meeting Week 1</p>	<p>1.A. Kick-off Meeting</p> <p>Woolpert will hold a virtual kick-off meeting to review process, timeline, and data requests. We will use this meeting with administration to discuss any issues that have impacted enrollment in the past and/or may impact enrollment in the near future.</p>
<p>2. Collect and Review Data Weeks 1-4</p>	<p>2.A. Review Data, Information, and Documents</p> <p>Woolpert will collect and review the information required to perform the demographic consulting services by reaching out to sources such as:</p> <ul style="list-style-type: none"> • School district. • County auditors. • City planning departments. • Regional planning commissions. • Other relevant village, city, township, county, state, or federal agencies. <p>Information collected can include such things as:</p> <ul style="list-style-type: none"> • Current student database including student ID, lunch program code, special education data, address, and school and grade level data (any identification information such as student name should be eliminated from the database before being submitted to Woolpert)**. • Planned and/or approved residential developments within the school district. • Parcel, address point, zoning, and current and future land use data from counties that feed into the school district. • Comprehensive plans. <p>We will make sure to use the most current data available.</p> <p>2.B. Geocoding</p> <p>Geocoding involves using the student database to place each student electronically on a map. Woolpert will perform this process to address-match all students in the school district so enrollment can be analyzed in our GIS. Documentation will include the geocoded student file, address-matching specifications, accuracies, and other reference data used to create the file. During geocoding, we will:</p> <ul style="list-style-type: none"> • Organize GIS data in the coordinate system of local data sources. • Perform quality control on student address data. • Address-match each student record using ArcGIS software. • Include GIS metadata where appropriate. <p>We will remotely map school facilities and other relevant data and include them in the GIS database. Map layers will be linked to any available data relevant to the district. In the process, the following will be completed:</p>

Activity and Timing	Tasks
	<ul style="list-style-type: none"> • Address-match school locations. • Digitize SJUSD boundaries. • Identify other relevant school district data.
<p>3. Analyze Data Weeks 4-6</p>	<p>3.A. Create Existing Subdivision Analysis</p> <p>Woolpert will coordinate remotely with SJUSD to create an existing subdivision data set to analyze the following:</p> <p>Housing:</p> <ul style="list-style-type: none"> • Housing type: single family, detached condos, attached condos, apartments. • Number of housing units. • Home value data. • Home square footage data (if available). • Numbers of bedroom, bathroom, etc. (if available). • Year built data. <p>Student Data:</p> <ul style="list-style-type: none"> • Counts of students by grade. • Student yields (number of students per housing unit). • Student grade-level distribution. <p>3.B. Analyze Future Land Use</p> <p>Woolpert will remotely analyze all future developable land, using municipal planning data (zoning and land use) to categorize every developable parcel in the school district greater than five acres. The categories are created to develop a timeline of potential development and include the following:</p> <p>Approved Developments: Projects that have been approved and all infrastructure is in place. These areas will likely be occupied within one to three years.</p> <p>Proposed Developments: Projects that are in the planning process and may have all necessary zoning changes approved, but the infrastructure may not yet be in place. These areas are likely to develop in two to five years.</p> <p>Developer-Owned Land: Typically, developers already own large tracts of agricultural land but have not completed the rezoning process yet to increase the density of homes that may be developed. Depending on market forces, this category is likely to develop in four to ten years.</p> <p>Vacant Agricultural Land: Property that is still owned by agricultural interests and is typically located outside of infrastructure footprints. These areas may develop in 10-15 years.</p> <p>In cases of developer-owned and agricultural land that still has agricultural zoning densities, we will build a model assuming that the areas will be rezoned to typical residential densities.</p>
<p>4. Develop and Apply Student Yield Modeling Weeks 5-9</p>	<p>4.A. Develop Student Yield Sliding Scale***</p> <p>This task goes beyond a typical build-out study, which would just apply a student-yield factor to all developable land. An inherent issue with that model is that it does not account for any decline or turnover in enrollment of existing housing stock. Planning with this type of analysis long-term may result in a school district over-building their facilities.</p> <p>Analysis of data from across the country has revealed a trend of declining student enrollment from established subdivisions over time (they typically have increasing student yields for the first 10-15 years, then begin to gradually decline). Some individual subdivisions may be impacted by this trend more than others, but there is data to support the overall concept.</p>

Activity and Timing	Tasks
	<p>Woolpert will analyze the subdivision data developed in Task 3.A to determine a sliding scale of student yields based on subdivision age. We will plot all existing subdivisions on this sliding scale, as some of them may already be on the low-yield end based on age and are not anticipated to decline further.</p> <p>***Student Yield Sliding Scale development is dependent upon the availability of year-built data. If year-built data is not available, we will discuss an alternative analysis (based on data availability) with the school district.</p> <p>4.B. Create Growth Scenarios for Future Developable Land</p> <p>Woolpert will remotely analyze historical development trends based on the number of homes built by year to create high, moderate, and low-growth scenarios for future developable land. We will also apply the student yield sliding scale discussed in the previous task to the future developable land analyzed in Task 3.B, in the order of likely development.</p> <p>Based on the high, moderate, and low building trend models, we will show when each category of developable land will be exhausted and how many students are anticipated to come from those areas.</p> <p>The complete model will identify peak enrollment numbers and years based on high, moderate, and low building rates along with the year and potential enrollment once all development has been completed and all developments have aged-through the sliding scale. Depending on building pace and how much developable land is remaining, this may be 50-75 years away.</p>
<p>5. Create and Present Report Weeks 10-12</p>	<p>5.A. Create Comprehensive Report</p> <p>Woolpert will use the data created and analyzed in the above tasks to create a draft comprehensive student potential analysis report to review and discuss with the school district. We will provide a finalized report upon completion of the study. All data used in this process will be provided to SJUSD in Adobe PDF, Microsoft Excel, or Shapefile format.</p>

Statement of Work

Developer Fee Justification Study

Woolpert (“We”) will prepare a Developer Fee Justification Study (“Study”) for San Jose Unified School District (SJUSD or “School District”). The Study will identify the justified statutory school fees (“School Fees”) of the School District and will also identify the full school facilities impacts to be mitigated by the future residential and commercial/industrial development within the School District. The table below details the specific activities and tasks we will perform under this Statement of Work.

Activity	Tasks
<p>1. Background Research</p>	<p>1.A. Kick-Off Meeting</p> <p>Woolpert will facilitate a Kick-Off Meeting to review process, timeline, and any requests for data. We will use this meeting with administration to discuss any issues that may impact SJUSD’s developer fees such as enrollment, residential development, and capacity.</p> <p>1.B. Data Collection</p> <p>Woolpert will collect the following data to be used in the create of the study:</p> <ul style="list-style-type: none"> • Current school year student data • Current parcel data • Existing capacity study from district and / or SAB Form 50-02 • Future planned residential units • U.S. Census Data <ul style="list-style-type: none"> ○ Employment Data ○ Commercial / Industrial Data ○ Household Occupancy Data ○ Travel to time to employer <p>1.C. Student Generation Factors</p> <p>This task involves calculating student generation factors (“SGF”) by housing category (i.e., single family detached, and multi-family attached) and school level. SGFs will be calculated by comparing student enrollment of SJUSD to residential data provided from the County Office of the Assessor (“Assessor”).</p>
<p>2. Determine School Facility Needs</p>	<p>2.A. Determine School Facility Needs</p> <p>Woolpert will perform the following analyses:</p> <ul style="list-style-type: none"> • Existing Capacity vs. Current Enrollment • Student Generated from Residential Development • Future School Facility needs by grade level based on estimated future residential development

3. School Facilities Impact Per Category	3.A. School Facility Costs <p>This task involves reviewing and analyzing data and documents from SJUSD to estimate the cost of constructing or expanding the school facilities identified.</p> 3.B. School Facilities Impact Analysis for Residential and Commercial / Industrial Development <p>This task involves estimating the full school facilities impacts per unit and square footage of residential floor space that must be mitigated by each housing category. Residential housing impacts will be based on data and material assembled in Activities I, II, and III. If full school facilities impact per square foot of residential floor space exceeds the new School Fee for a housing category, then the full new School Fee is justified for such housing category.</p>
4. Study Preparation	4.A. Study Preparation <p>This task involves preparing one (1) draft and one (1) final version of the report and discuss findings of the Developer Fee Justification Study in PDF format with the district.</p>

EXHIBIT B
FEE SCHEDULE

The proposed fee for Woolpert to provide planning services to San José Unified School District (“SJUSD” or “School District”) as described in the statement of work, is shown in the table below. This fee shall be payable in monthly installments based on the percentage of work completed. Fees below are based on agreement being entered into prior to May 31, 2024.

Service Description	Proposed Fee
Capacity	\$105,000
Enrollment Projections Attend & Enrollment Projections Live (if both are selected)	\$72,000
Student Potential	\$40,000
Developer Fee Studies – 2023-2024 School Year	\$5,000

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:

Signature: _____ Date: _____ Principal Initials: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

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

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.

- District has determined that Contractor will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

COVID-19 Certification. The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified's COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

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

- Contractor and/or Contractor parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

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

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

and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in

accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Woolpert, Inc.

Date: 5/14/2024

Signature: 5F2A595FBDED432...

Christina Parr

Market Director – Advisory Services
Strategic Consulting

EXHIBIT C CONTINUATION
WORKERS' COMPENSATION CERTIFICATION


Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Woolpert, Inc.

Date: 5/14/2024

Signature: 5F2A595FBDED432...

Christina Parr

Market Director – Advisory Services
Strategic Consulting

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

EXHIBIT C CONTINUATION
STUDENT DATA CONFIDENTIALITY CERTIFICATION

The Contractor acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. The Contractor will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Contractor.

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

- Contractor will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- Contractor acknowledges that the Agreement allows the Contractor access to (CDI) for whom the Contractor has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of Institution or its students. The Contractor acknowledges that it is illegal for a student to have access to another student's data and will not share (CDI) from any source with another student.
- Contractor agrees to hold (CDI) in strict confidence. Contractor shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Contractor agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Contractor shall, within one day of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, Contractor shall comply with the requirements of the California Consumer Privacy Act ("CCPA"). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children's Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a "consumer" as that term is defined by the CCPA, contacts Contractor to receive Covered Data and Information provided to Contractor pursuant to this Agreement, to delete consumer's personal information or to access information collected by Contractor hereunder, Contractor shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

Woolpert, Inc.

Date: 5/14/2024

Signature: 5F2A595FBDED432...

Christina Parr
Market Director – Advisory Services
Strategic Consulting
