

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

This Service Agreement for Bond Services (“Agreement”) is made this 9th day of December, 2024, between **San José Unified School District** (“District”), and **Dannis Woliver Kelley** (“Contractor”, “Firms”, or “Attorney”). The District and Contractor may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

1. **SERVICES.** Contractor shall provide the District Bond Services, as further described in Exhibit A (“Services”) and in accordance with the Case Management & Billing Standards For Firms Providing Legal Services attached hereto as Exhibit D. The Services do not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If the District wishes the Contractor to consult with other professionals retained by the District, the Contractor will communicate with the District beforehand to confirm the scope of those consultations.
2. **COMPENSATION.** District agrees to pay Contractor for Services at the fees & rates further described in Exhibit B, with the total not to exceed amount of **Three Hundred Thousand Dollars (\$300,000.00)**. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District for Services actually completed.
3. **TERM/TERMINATION** The term of this Agreement shall commence on January 17, 2025 (“Effective Date”) and shall continue through January 17, 2030 (“Term”). The District may terminate this Agreement immediately for any reason at any time, by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of Services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed and documented expenses incurred prior and up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination. Contractor may terminate this Agreement immediately at any time, in compliance with applicable law, court rules and the Rules of Professional Conduct of the State Bar of California. Contractor may terminate if, among other reasons, the District’s conduct renders it unreasonably difficult for Contractor to carry out its representation effectively. Contractor agrees that Services and Work Product rendered prior to its prospective termination in accordance with this section may have a reduced value to the District based on, without limitation, the incomplete nature of the Services and Work Product. Among other considerations, the Services and Work Product performed may need to be analyzed, evaluated, assumed and/or revised by a replacement contractor as a basis for its work. As a result, Contractor’s compensation for Services and Work Product rendered prior to that date of termination may be reasonably reduced by District, as explained by the District and after consultation with the Contractor.
4. **INSURANCE.** Contractor shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Agreement. Contractor shall carry the insurance indicated below throughout the Term. The certificate of liability insurance must have San José Unified School District, 855 Lenzen Avenue, San Jose, CA 95126, as the Certificate Holder and as additional insured.

Commercial General Liability Insurance	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Automobile Liability Insurance	Each Occurrence – Commercial vehicles	\$1,000,000
	Injury/one death – Personal vehicles	\$15,000
	Injury/multiple death	\$30,000
	Property damage	\$5,000
Professional Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Workers’ Compensation		Statutory limits
Employer’s Liability	Each Occurrence	\$1,000,000

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.

Subcontractors

Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar general liability insurance and property damage insurance, and any other insurance required of Contractor under this Agreement, in amounts and scope proportionate to that required of Contractor.

5. **TAXES; INDEPENDENT CONTRACTOR STATUS.** District shall not withhold or set aside income tax, Federal Insurance Contributions Act Tax, Unemployment Insurance, Disability Insurance, or any other Federal or State funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

from all liability for these taxes. While engaged in carrying out the Services Contractor is and shall be an Independent Contractor, and not an Officer, Employee, Agent, Partner, or joint venture of the District.

6. **COMPLIANCE WITH APPLICABLE LAW.** In performing services under this Agreement, Contractor shall comply with all applicable law, including but not limited to Education Code Sections [45125.1](#) and [49406](#). Contractor must complete and sign the Contractor Certification attached as Exhibit C. 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.
7. **WORK PRODUCT.** District is the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind ("Work Product") produced as part of or resulting from this Agreement, and all rights in such Work Product, and no uses thereof except in Contractor's performance of the Services will be permitted except by express written permission of the District. Contractor acknowledges that this Agreement and its work hereunder, including the Work Product, may be subject to disclosure to the public. With respect to records in the District's or Contractor's possession that may be protected from disclosure by applicable law, Contractor agrees to abide by such law.
8. **FILE RETENTION AND DESTRUCTION:** As discrete matters conclude, Contractor may close those matters and Contractor will retain a client file of that matter for a period of three (3) years. Contractor may store some or all client file materials in a digital format. In the process of digitizing those documents, Contractor will return to the District any original paper documents provided by the District. Contractor will not return copies of paper documents provided by the District unless the District requests those copies in writing. After a paper document is digitized, Contractor will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the 3-year period, Contractor will destroy all client file materials unless the District notifies Contractor in writing that the District wishes to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor.
9. **ENTIRE AGREEMENT; AMENDMENT.** This constitutes the entire Agreement between the District and Contractor supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may only be amended in writing executed by both parties and approved by the District's Board of Education.
10. **NO ASSIGNMENT.** This Agreement may not be assigned by the Contractor, nor any part of the services hereunder subcontracted, without the express written permission of the District.
11. **SEVERABILITY.** In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Agreement.
12. **GOVERNING LAW; VENUE.** This Agreement shall be governed under the laws of the State of California. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Santa Clara County, California.
13. **ATTORNEY'S FEES.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs and attorney's fees.
14. **BOARD APPROVAL REQUIRED.** Agreements shall not be a valid and binding obligation of the District, unless and until executed by both parties and approved or ratified by the District's Board of Education.
15. **CONTRACT EXECUTION.** Unless otherwise prohibited by law or District policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term 'electronic copy of a signed contract' refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term 'electronically signed contract' means a contract that is executed by applying an electronic signature using technology approved by the District.

[Signatures on following page]

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

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

Dated:

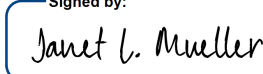
Dated: 12/13/2024

San José Unified School District

Dannis Woliver Kelley

Signature:

Signature:

Signed by:

3F6BAB00E3B547B...

Tracy Morrison

Janet L. Mueller

Director, Procurement

Attorney



SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

EXHIBIT A DESCRIPTION OF SERVICES

Attorney shall provide the following Bond Services to District with regard to the issuance of Bonds under Measure R and additional financings requested by District during the Term.

Bond Issuance Services have two service components: Bond Counsel Services and Disclosure Counsel Services.

1. **Bond Counsel Services.** Services to issue bonds (“Bonds”) after a successful election (“Bond Counsel Services”) will include the following:
 - a) Consultation with the District and its staff, the County, and the District’s financial advisor concerning the Bonds and the timing, terms and structure of the offering;
 - b) Preparation of the proceedings to certify the election results and to authorize the Bonds; the resolution of the District governing board approving the Bond issuance and setting forth the terms and conditions of the bonds and their form, date, denominations and maturity (if necessary); the resolution of the County Board of Supervisors, if necessary, authorizing the issuance of the Bonds; preparation of the proceedings for the sale of the bonds by competitive or negotiated sale;
 - c) Attendance at up to two (2) in-person meetings of the District Governing Board and participation in all meetings with the District’s financial advisor and other consultants regarding the issuance and sale of the Bonds, as needed or requested;
 - d) Coordination of the full finance team as necessary for the review of documents and finance plans;
 - e) Examination of the proofs of the Bonds, preparation of the final closing papers, organization and conduct of the Bond closing, and the rendering of a final legal opinion at the time of delivery of and receipt of payment for the bonds;
 - f) Review of post-closing legal compliance requirements with the District.

2. **Disclosure Counsel Services.** Services to assure compliance of the Bonds with federal securities laws (“Disclosure Counsel Services”) will include the following:
 - a) Preparation of the Preliminary Official Statement, the final Official Statement, and continuing disclosure certificate which accompanies the latter, for use in marketing and sale of the bonds;
 - b) Review of Continuing Disclosure filing status pursuant to MSRB Rule 15c2-12;
 - c) Delivery of a disclosure counsel opinion (10b-5 opinion) at closing.

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

EXHIBIT B FEES & RATES

Fees for Measure R

1. Bond Counsel Services

For each sale of bonds, Bond Counsel Services shall be compensated a set fee of **\$40,000**, inclusive of expense reimbursement. Fees shall not be due and owing unless and until Bonds are issued, and fees shall be paid or reimbursed from Bond proceeds.

2. Disclosure Counsel Services

Disclosure Counsel Services shall be provided for a fee of **\$30,000** per transaction, inclusive of expense reimbursement. Fees shall not be due and owing unless and until Bonds are issued, and fees shall be paid or reimbursed from Bond proceeds.

Fees for Other Financings

At District's request, Attorney may provide Bond Counsel and Disclosure Counsel services on other financings during the Term. Attorney is approved and authorized to provide such services at District's request, for the following fees:

1. Tax and Revenue Anticipation Notes

For each series of tax and revenue anticipation notes or bond anticipation notes issued on a standalone basis during the term of this Agreement, the fee for Bond Counsel services shall be compensated at a set fee of **\$35,000**, and the fee for Disclosure Counsel services will be **\$30,000** inclusive of expense reimbursement. Fees shall not be due and owing unless and until Bonds are issued and shall be paid or reimbursed from Bond proceeds.

2. Certificates of Participation

For each separate series of Certificates of Participation issued during the term of this Agreement, the fee for Bond Counsel Services shall be **\$40,000** and the fee for Disclosure Counsel services shall be **\$30,000**, inclusive of expense reimbursement. Fees shall not be due and owing unless and until Bonds are issued and shall be paid or reimbursed from Bond proceeds.

3. Bond Refundings

For each separate series of refunding bonds or refunding certificates issued during the term of this Agreement, the above Bond Counsel and Disclosure Counsel fees specific to the type of security listed above would apply with a supplemental fee of

\$7,500 per transaction for Attorney due diligence related to the obligations to be refunded, drafting of an escrow agreement and coordination of the escrow and delivery of a defeasance opinion for the obligations to be repaid. Fees shall not be due and owing unless and until Bonds are issued and shall be paid or reimbursed from Bond proceeds.

In the event that one or more issuances of bonds or certificates occurs simultaneously with another, thereby necessitating only one Official Statement, Attorney shall discount the Disclosure Counsel fees by **\$15,000**.

Additional Hourly Services

The following services are excluded from the Scope of Work for Bond Services.

- Post-closing legal advice requiring significant legal research;
- Capital or real estate project planning, implementation, construction, and litigation;
- Applications for Private Letter Rulings from the IRS;
- Negotiation of investment contracts;
- In-person participation in rating agency meetings or bond insurance agencies outside California;
- Ongoing legal advice or training related to the Citizen's Bond Oversight Committee

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

EXHIBIT C CONTRACTOR CERTIFICATION

THE UNDERSIGNED EXECUTES 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.

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

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.

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") or 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.

Date: 12/13/2024

Dannis Woliver Kelley

Signature: Signed by:
Janet L. Mueller
3F6BAB00E3B547B...

Janet L. Mueller

Attorney

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

EXHIBIT D CASE MANAGEMENT & BILLING STANDARDS FOR FIRMS PROVIDING LEGAL SERVICES

This document is intended to establish the Case Management and Billing Standards for parties providing legal services to the San José Unified School District (“District”). The District expects its legal counsel to provide it with high quality, cost-effective, and ethical legal services in accordance with these Standards.

In providing legal advice to the District, legal counsel will take into account the District’s educational mission and goals and the best interests of the safety, well-being, and educational needs of its students. Providing legal advice in the dynamic and fast-changing education environment involves a variety of areas including, but not limited to, general legal consultation and advisory services, compliance with applicable laws including the California Constitution, Education Code and Title V of the California Code of Regulations, student issues, special education, personnel issues, collective bargaining, property issues including acquisition and disposal, business issues, school construction, compliance with the Brown Act and public entity law generally. It is expected that District legal counsel will be trained in and have expertise in these areas for which they provide services to the District and apply these Standards in providing the District with the best legal services possible to meet the needs of its students.

I. LEGAL MATTER INTAKE AND ASSESSMENT

- A. Firms providing legal services to the District (“legal counsel”) are to address the activities necessary to defend, resolve, or address a District legal matter as soon as possible.
- B. All cases and legal matters should be assessed as soon as possible for the purpose of determining potential liability, response, resolution and potential legal expenses.
- C. The District and District legal counsel shall jointly agree on the approach to a case or legal matter, including the steps necessary to bring it to an appropriate resolution. All strategies, approaches, handling, and resolution of cases and legal matters shall be subject to approval of the District’s Governing Board or designee in accordance with applicable laws and District policy and procedure. If District legal counsel is requested to be involved in settlement negotiations, settlement authority must be obtained at the appropriate time from the District’s Governing Board or designee in compliance with applicable laws and District policy and procedure.

II. STAFFING REQUIREMENTS

- A. District legal counsel shall designate one partner-level attorney to the District, who shall have primary responsibility for each District case or legal matter for which legal services are requested and who shall inform the appropriate District administrator, of other employee(s) or subconsultant(s) of the Firm that he/she intends to have perform services on the matter.
- B. The partner assigned to a District legal matter shall be responsible for ensuring that the matter is staffed in the most efficient and cost- effective manner. Duplication of effort amongst attorneys and paralegals is to be avoided.
- C. In order to achieve the best level of efficiency and value, the roles and responsibilities of District legal counsel staff members should be clearly defined and appropriate to each individual’s qualifications, level of experience and billing rate. District legal counsel should delegate work to subordinates wherever possible to achieve efficiency and cost-effectiveness without compromising quality.
- D. District legal counsel shall make every effort to have the same attorneys and staff working on a case or legal matter through to its conclusion.

III. REPORTING REQUIREMENTS

- A. **Reporting Requirements for Routine and Advisory Matters.** Unless otherwise requested, it is not necessary to provide the District with formal reports such as acknowledgment letters or initial evaluations for legal work performed on day-to-day legal matters, such as one-time legal questions or advisory work, or work performed under general legal advice matter identifiers that do not warrant a separate matter identifier. For day-to-day advisory matters, counsel shall keep the appropriate District administrator informed of the progress and resolution of the matter, and provide such information to the District in writing where appropriate.
- B. **Reporting Requirements for Formal Litigation.** The following reporting requirements shall apply; at a minimum unless otherwise requested by the District, District legal counsel is to provide written reports to the District as follows: (1) to acknowledge case or matter referral; (2) to provide an initial evaluation of the case; (3) to report to the District regarding significant developments in a case; and (4) to provide budget status information (anticipated v. actual).
 1. **Acknowledgment of Case Referral.** Once the District refers a case to counsel, District legal counsel should send an electronic correspondence to the District acknowledging such referral. The correspondence should

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

also advise the District as to the manner in which the case is to be staffed including the specific personnel who will be staffing the matter. Any matters of immediate concern to the District, or information that may result in early resolution of a case or matter should also be addressed in the acknowledgment letter.

2. **Initial Case Evaluation.** District legal counsel shall provide the District with an initial case evaluation within thirty (30) days of referral from the District unless otherwise agreed upon with the appropriate District administrator. In providing the initial evaluation, District legal counsel should send an initial report and/or hold a conference call with the appropriate District administrator and provide the following information to the District:
 - (a) A preliminary evaluation of liability and damages and a brief discussion of the legal issues presented, including a summary of claims presented, where appropriate.
 - (b) A Litigation Plan providing the following:
 - (1) Identify each significant activity District legal counsel proposes to initiate; e.g., investigation, motions, discovery, legal research, etc.
 - (2) Identify discovery and motions that have been, or are likely to be, initiated by other parties;
 - (3) Estimate of the completion date for each activity;
 - (4) The estimated cost of each activity.
 - (5) The total estimated cost of the District legal matter.
 - (6) Discussion of the potential for early disposition of the case or legal matter by settlement and recommendations with respect to arbitration, mediation or direct settlement negotiations.
 - (7) Discussion of when dispositive motions such as motions to dismiss or motions for summary judgment may be appropriate and the potential success of dispositive motions prior to, or after, the commencement of discovery. If this information is unknown at the time of this report, this discussion will be presented prior to the filing of any dispositive motion.
 - (8) An estimate of the probable trial or administrative hearing date.

District legal counsel shall adapt the above requirements as appropriate to the type of matter involved, such as for an administrative hearing, board hearing, grievance arbitration, or special education complaint. In the event of there being a question as to the need for or the format or content of an Acknowledgement or a Litigation Plan or similar document in a given matter, District counsel shall consult with and come to an agreement with the appropriate District administrator regarding same.

3. **Significant Case Developments.** District legal counsel is required to report to the District regarding case status and developments including without limitation significant case developments. District legal counsel will communicate with and appraise the District as soon as practicable when significant case developments occur including without limitation the following:
 - (a) The filing of supplemental or amended claims (e.g., tort claims, amended grievances, unfair practice charges);
 - (b) Settlement communications;
 - (c) Deposition summaries;
 - (d) Pre-trial reports;
 - (e) Expert reports;
 - (f) Settlement options;
 - (g) Dispositive motions;
 - (h) Updated evaluations of liability and damages;
 - (i) Updated Litigation Plans; and
 - (j) Trial Reports. Unless otherwise agreed to with the appropriate District administrator, sixty (60) days before the scheduled trial date District legal counsel will submit a report to the District detailing the issues, the evidence and an analysis of same, along with any other information requested by the District in the report
 - (k) Revised budgets as necessary
4. **Case Documents.** The District should be copied on the following documents, where applicable:
 - (a) Orders of Dismissal
 - (b) Final Judgments
 - (c) Motion papers

District legal counsel shall promptly provide the District with copies of any and all documents in counsel's file regarding a District case upon request for such documents by the District.

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

IV. BILLING

A. Billing Procedures and Frequency of Billing

1. ~~**Bills for Legal Services Shall Be Submitted on a Monthly Basis.** Special billing arrangements may be agreed to in certain cases or matters subject to prior written approval from the appropriate District administrator.~~
2. ~~**Submission of Billing.** District legal counsel will submit bills for legal services, inclusive of detailed billing and a summary sheet of all billings, by electronic means. Firm working with Human Resources will send the detailed bill directly to the Superintendent's designee by electronic means, with only the summary sheet of all billings. All billing shall be in an "original" (not scanned) PDF format capable of being opened, read, and processed by the District's computer system and software.~~
3. ~~**Formatting.** District legal counsel submitting bills for legal services must comply with the following format requirements:

 - (a) ~~**Heading.** The first page of the bill must state (1) legal counsel's IRS identifier number; (2) case, matter identifier information or code of service; and (3) District purchase order number.~~
 - (b) ~~**Body.** The body of the bill must include daily entries showing (1) the date the work was performed; (2) the person performing the work or providing the service; (3) a description of the work performed (single activities); and (4) the actual time spent on the activity, broken down to tenths (.10) of an hour.~~
 - (c) ~~**Closing Summary.** The closing summary of the bill must include: (1) the full name of each attorney/paralegal who worked on the case or matter in the billing period; (2) the status of each such timekeeper (i.e. partner, associate, paralegal); (3) the hourly rate of each timekeeper; and (4) the total hours and total amount charged for each timekeeper during the billing period.~~~~
4. ~~**Charges for Services.** District legal counsel fees and expenses should accurately reflect the cost of the work necessary to defend, resolve or address District legal matters, whether within the context of day-to-day District operations or in a formalized dispute resolution setting. The District will pay only the reasonable and necessary fees and expenses incurred by legal counsel in accordance with these Standards.

 - (a) ~~**Time Charges.** All charges for services by attorneys and paralegals must be itemized based upon the actual time spent and broken down in one tenth (.10) hour increments.~~
 - (b) ~~**Block Entries.** "Blocked" or grouped entries for activities are permitted. Time spent on each activity shall be separately itemized if over one (1) hour total for a single day.~~
 - (c) ~~**Activity Descriptions.** Descriptions of activities performed on a legal matter should inform the Districts' Director of the nature, purpose and/or subject of the work performed and the specific activity or project to which it relates. Activity descriptions should not be overly lengthy or technical and the use of legal jargon is discouraged.~~
 - (d) ~~**Multiple Attendees.** Unless otherwise agreed, District legal counsel should consult with the District where it is anticipated that more than one attorney's attendance is required at trial, court appearances, meetings, depositions, witness interviews, inspections and other functions.~~
 - (e) ~~**Depositions.** District legal counsel should consult with the Districts' Director before initiating and attending depositions other than that of the plaintiff(s), key witnesses, and other depositions already agreed upon in the initial Litigation Plan or supplement thereto. District legal counsel shall advise the District of upcoming depositions initiated by other parties that counsel plans to attend.~~
 - (f) ~~**Legal Research.** District legal counsel should consult with the appropriate District administrator before undertaking a legal research project involving substantial expenditure of time.~~
 - (g) ~~**Motions.** District legal counsel should consult with the appropriate District administrator before drafting or filing any motions not previously identified and approved in the initial Litigation Plan or supplement thereto, or required to preserve a District right, defense, argument or position.~~
 - (h) ~~**Revising Standardized Forms and Pleadings.** Only the actual time spent in personalizing standardized pleadings, documents, or discovery responses or requests to the case at hand should be billed, rather than the time originally spent drafting such standard language.~~~~

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

- (i) ~~Clerical, Secretarial or Administrative work is not billable to the District.~~ Examples include, but are not limited to: receipt and distribution of mail, new file set up, maintenance of office and attorney calendars, transcription, copying, posting, faxing, e-mailing, inserting documents into and retrieving documents from the file, maintaining order in the file, stamping documents, Bates stamping, tabbing sub-files and assembling materials.
- (j) ~~Deposition Transcript Summary.~~ Deposition transcript summaries should not be prepared without prior consultation with the appropriate District administrator.
- (k) ~~Expert Witnesses/Outside Consultant/Professional Services Fees.~~ Fees for expert witnesses or other outside consultants or professional services, or outside vendors are subject to prior, written authorization by the appropriate District administrator and will not be reimbursed absent such authorization. The authorization shall specifically state whether District legal counsel will initially pay for expert witness or other outside consultant costs and seek reimbursement for same in their regular billings to the District, or whether the District shall be billed for and pay for the expert witness or outside consultant costs directly.
- (l) ~~Reimbursable and Non-Reimbursable Internal Expenses.~~ The District will reimburse District's legal counsel's internal expenses as follows:
 - (1) ~~Photocopying.~~ With prior approval, the District will reimburse in-house photocopying costs at ten cents (\$0.10) per page.
 - (2) ~~Postage.~~ The District will reimburse for postage at face value.
 - (3) ~~Delivery/Express/Overnight Mail Services.~~ The use of expedited delivery services is discouraged and will only be reimbursed if its use is necessary to the handling of a District legal matter.
 - (4) ~~Computer Assisted Research.~~ The District will pay for computer assisted research such as Westlaw, Lexis, Dialog, Information/America and other for-fee computer research databases and Internet access, but legal counsel must get District's prior approval for any charge that is anticipated to exceed \$500 in a one-month period.
 - (5) ~~Court Reporters.~~ Court reporter costs are reimbursable only when reasonably required.
 - (6) ~~Overtime.~~ The District will not pay for clerical administrative overtime charges. These charges are considered part of District legal counsel's overhead.
- (m) ~~Travel Time~~
 - (1) ~~Driving Travel Time to District Office.~~ Unless otherwise agreed to, driving travel time to and from District legal counsel offices to San José Unified School District Office, is not billable.
 - (2) ~~Other Driving Travel Time.~~ After first consulting with the appropriate District administrator, the District will only reimburse driving travel time at the legal counsel's hourly rates. Time billed for this travel shall be limited to actual time spent traveling only. **"Round the clock" billing for time spent on long distance travel will not be permitted.**
 - (3) ~~Personal Automobile Mileage.~~ The District will pay the current IRS mileage rate for personal automobile travel.
 - (4) ~~Air Travel Costs.~~ District legal counsel will consult with the appropriate District administrator prior to making arrangements for air travel. Only economy or coach airfare rates will be reimbursed. Air travel arrangements should be made as early as possible to avoid unnecessary cost. The District will not pay for service fees charged by travel agents.
 - (5) ~~Time Spent on Other Matters While Traveling.~~ The District will not pay for travel time spent billed on other matters while District counsel is traveling.
 - (6) ~~Other Travel Charges.~~ The District will only reimburse **pre-approved** travel expenses at the rates authorized for District personnel generally (per diems, caps on meal/hotel expenses, etc.) and at the current rates listed by the [U.S. General Services Administration](#).

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

V. REVIEW OF BILLING AND FILE MATERIALS

The District reserves the right to review all charges for services and disbursements pertaining to a District matter or case, including without limitation, all charges paid by District legal counsel with respect to same. The District reserves the right to conduct on-site audits and to review District legal counsel's files and/or bills, consistent with District legal counsel's ethical obligations. The on-site audits and reviews will be completed in a manner that will not compromise the attorney-client or work product protection accorded material in the District's or any other legal counsel client file or communications by and between District legal counsel and the District. District legal counsel agrees to comply with all reasonable requests for information and documents.

VI. MISCELLANEOUS

A. **Media Communication Policy.** It is the District's policy that all communications with the media regarding a District legal matter shall be controlled by and subject to the prior authorization of the District pursuant to this subsection. District legal counsel are not to respond to any media inquiry involving a District legal matter without obtaining prior authorization for same from the District's Director. Authorization for District legal counsel to respond to media inquiries or discuss a District legal matter with the media shall only be given when such communications are in the District's best interests and require the services of District legal counsel because the communication involves a legal matter. All District legal counsel communications with the media shall be done in an honest and ethical manner and in keeping with the rules of professional conduct.

1. The District and its and affiliates and employees should not be named in any journal article, firm newsletter, video, presentation or other type of communication of a professional, promotional or educational nature without prior authorization of the District pursuant to this subsection.
2. Prior authorization of the District pursuant to this subsection means from the District's Superintendent.

B. Confidential District Information

1. During the course of providing legal services to the District, District legal counsel may have access to confidential information including without limitation employee records, student records, and/or information that is privileged and confidential by law. It is expected that District legal counsel will comply with all legal requirements governing the privacy and confidentiality of such information including without limitation all State and Federal constitutional privacy protections and applicable statutes regulations, and court decisions.
2. The District expects its legal counsel to respect the confidentiality and privacy of information pertaining to the District's operations, employees, and students as required and permitted by law, and not to disclose any such information to outside parties without obtaining prior approval from the District or unless required to do so by subpoena another legal process. District legal counsel must notify the District's Director as soon as possible upon receipt of any such subpoena or other legal process requiring such disclosure.

C. **Privacy Notice of Collection of Personal Information.** Attorney respects the District's privacy and aims to be transparent with District. For this reason, Attorney has adopted a privacy policy that describes all the information Attorney collects from or about District employees in the course of providing the District with legal services, as well as how Attorney uses this information and how long Attorney will retain it. Attorney's privacy policy, which also describes the District's rights as a consumer under applicable law, is attached hereto as Exhibit E. The terms and disclosures of this privacy policy are incorporated herein, and the signature on the Agreement ~~below~~ confirms that District has read ~~or will read~~ the Attorney's privacy policy. If the District has any questions regarding Attorney's privacy policy or its rights, the District should email Attorney at DataSecurity@dwkesq.com. Attorney must request an amendment to this Agreement if there are any changes to the Attorney's Privacy Policy during the Term of this Agreement.

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

EXHIBIT E ATTORNEY'S PRIVACY POLICY

CCPA Online Privacy Policy

Dannis Woliver Kelley (“DWK”, the “Firm” or “we”) has developed this privacy policy out of respect for the privacy of our clients, visitors to our website, job applicants, and independent contractors. This policy describes the personal information we collect, use, and disclose about individual clients, consumers, applicants, and contractors who visit or interact with this website, visit any of our offices, purchase or inquire about any of our products or services, contract with us to provide services, apply for a position of employment, or otherwise interact or do business with us.

Whenever you visit our website, we will collect some information from you automatically simply by you visiting and navigating through this site, and some voluntarily when you submit information using a form on the website, enroll in or subscribe to our newsletter or marketing communications, request information, or use any of the other interactive portions of our website. Through this website, we will collect information that can identify you and/or your activity.

Additionally, whenever you communicate, interact, or do business with us, whether online or at any of our sponsored events, physical locations or offices, or whether you are contracted to perform services for us or apply for a position of employment, we will be collecting personal information from you or about you in the course of our interaction or dealings with you.

This policy does **not** apply to our current and former employees and their family members, dependents, and beneficiaries; if you are a California resident who is a current or former employee of the Firm or a family member, dependent, or beneficiary of any of our current or former employees, you may request access to our Employee Privacy Policy by sending an email to DataSecurity@dwkesq.com.

Collection of Personal Information and Sensitive Personal Information

Based on your specific transactions and interactions with us or our website, we will or may collect, and we have in the last 12 months collected, the following categories of personal information about you. For each category of information, the categories of third parties and service providers to whom we have disclosed the information in the last 12 months are referenced by a letter that coincides with the letter in the list of categories of service providers and third parties that follows soon after this table.

Category	Examples	Disclosed in Last 12 Months To	Retention Period
Personal Identifiers	Name, alias, date of birth, social security number.	A, B, C, D, E, F, G, H, I	Duration of our relationship with you plus 4 years. If you are a job applicant and are hired by the Firm, then your name, SSN, DOB will be retained permanently, and the rest will be retained for duration of employment plus 6 years. If you are <u>not</u> hired, this data will be retained for 4 years from when the position is filled or the date we received your information, whichever is longer.
Contact Information	Home, postal or mailing address, email address, home phone number, cell phone number.	A, B, C, D, E, F, G H, I	Duration of our relationship with you plus 4 years. If you are a job applicant and are hired by the Firm, this will be retained permanently. If you are <u>not</u> hired, this data will be retained for 4 years from when the position is filled or the

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT FOR BOND SERVICES**

			date we received your information, whichever is longer.
Commercial Transactional Data	Information regarding products or services provided, purchasing or billing history.	A, C, D, E, F	4 years after transaction, unless necessary to maintain for a longer period for legal compliance.
Internet Network and Computer Activity	Date and time of your visit to this website; webpages visited; links clicked on the website; browser ID; browser type; device ID; operating system; form information downloaded; domain name from which our site was accessed; search history; and cookies; internet or other electronic network activity information related to usage of DWK networks or shared drives, as well as Firm-owned computers including system and file access logs, browsing history, search history, and usage history.	D, F, G, I	3 years
Geolocation Data	IP address and/or GPS location, latitude & longitude.	G	3 years
Visual, Audio or Video Recordings	Your image or pictures of you taken on our premises or at our events or that you share with us; audio recordings of calls and virtual meetings as disclosed to you at the time of the call.	G	The duration of our relationship with you plus 4 years.
Pre-Hire Information	Information gathered on independent contractors as part of background screening and reference checks; and information gathered on independent contractors and job applicants, including information recorded in job interview notes by persons	H	If hired, this data will be retained for the duration of employment plus 6 years or the contract term plus 4 years. If not hired, it will be retained for 4 years from when the position is filled or the date we received your information, whichever is longer.

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT FOR BOND SERVICES**

	conducting job interviews for the Firm, information in work product samples you provided, and voluntary disclosures by you.		
Employment and Education History	Information contained in your resume regarding educational history, information in transcripts or records of degrees, vocational certifications obtained, and information regarding prior job experience, positions held, when permitted by applicable law your salary expectations, and voluntary disclosure by you.	H	If hired, this data will be retained for the duration of employment plus 6 years or the contract term plus 4 years. If not hired, it will be retained for 4 years from when the position is filled or the date we received your information, whichever is longer.
Professional Related Information	Information on independent contractors contained in tax forms/1099 forms, safety records, licensing and certification records, and performance records, and information related to services provided by independent contractors, including in statements of work.	B	Duration of our relationship with you plus 4 years.
Facility & Systems Access Information	Information identifying you, if you accessed our secure facilities and equipment, and at what times, using keys, badges, fobs, login credentials, or other security access methods.	G	2 years
Medical and Health Information	Information related to symptoms, exposure, contact tracing, diagnosis, testing, or vaccination for infectious diseases (e.g., COVID-19), pandemics, or other public health emergency.	Not Disclosed	2 years Job Applicants: If hired, this data will be retained for the duration of employment plus 6 years.

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

			If not hired, it will be retained for 4 years from when the position is filled or the date we received your information, whichever is longer.
Inferences	<p>Based on analysis of your activity on the website, we may develop inferences regarding interests.</p> <p>For job applicants, based on analysis of the personal information collected, we may develop inferences regarding job applicants’ predispositions, behavior, attitudes, intelligence, abilities, and aptitudes for purposes of recruiting and hiring assessments and decisions.</p>	C, D, F, H	<p>Duration of our relationship with you plus 4 years.</p> <p>Job Applicants: If hired, this data will be retained for the duration of employment plus 6 years. If not hired, it will be retained for 4 years from when the position is filled or the date we received your information, whichever is longer.</p>

Of the above categories of personal information, the following are categories of sensitive personal information the Firm may collect from or about consumers, independent contractors, or applicants:

1. Personal Identifiers (social security number, driver’s license or state identification card number, passport number)
2. Account Information (your Firm account log-in, in combination with any required security or access code, password, or credentials allowing access to the account)
3. Geolocation Data (IP address and/or GPS location, latitude & longitude)
4. Medical and Health Information

Personal information **does not** include:

- Publicly available information from government records.
- Information that a business has a reasonable basis to believe is lawfully made available to the general public by the consumer, independent contractor, or applicant, or from widely distributed media.
- Information made available by a person to whom the consumer, independent contractor, or applicant has disclosed the information if the consumer, independent contractor, or applicant has not restricted the information to a specific audience.
- Deidentified or aggregated information.

We may collect your personal information from the following sources:

- You the client, consumer, independent contractor, or job applicant, when you visit the website and voluntarily submit information through forms on the website or social media, when you visit any of our physical locations or attend events, when you purchase or inquire about any of our products or services, or when you enter into a contract to perform services for us.
- Our employees and contractors, when you interact with them
- Our clients and visitors when you interact with them or when they observe you

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

- We utilize cookies to automatically collect information about our website visitors
- Surveillance cameras at our physical locations
- Lead generators and referral sources
- Social media platforms
- Firm networks, software applications, and shared drives you log into or use
- Interacting with our website, or otherwise interacting with us in any other capacity, including from vendors the Firm engages to manage or host such systems, networks, applications or databases

We may disclose your personal information to the following categories of service providers, contractors, or third parties:

- A. Lead providers
- B. Government agencies
- C. Promotional or other fulfillment vendors
- D. Marketing support vendors and vendors that support managing or hosting the website
- E. Transaction support vendors (e.g., payment processors)
- F. Data analytics vendors
- G. Security and risk management vendors
- H. The Firm's clients (where lawful to do so for purposes of providing legal services to our clients, and without disclosing any privileged information)
- I. Software and cloud service providers

We may collect your personal information for the following business purposes:

1. To fulfill or meet the purpose for which you provided the information.
2. To process, complete, and maintain records on transactions.
3. To schedule, manage and keep track of client event registrations.
4. To maintain records of when customers decline a service or sale.
5. To respond to consumer inquiries, including requests for information, customer support online, phone calls, and in-office inquiries.
6. To provide interest-based and targeted advertising.
7. To contact you by email, telephone calls, mail, SMS, or other equivalent forms of communication regarding updates or informative communications related to the functionalities, services, or other information you requested or asked the Firm to provide to you.
8. To improve user experience on our website.
9. To understand the demographics of our website visitors.
10. To detect security incidents.
11. To debug, identify, and repair errors that impair existing intended functionality of our website.
12. To protect against malicious or illegal activity and prosecute those responsible.
13. To verify and respond to consumer requests.
14. To prevent identity theft.

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

15. Job applicant purposes:

1. To fulfill or meet the purpose for which you provided the information. For example, if you share your name and contact information to apply for a job with the Firm, we will use that personal information in connection with your candidacy for employment.
2. To comply with local, state, and federal law and regulations requiring employers to maintain certain records, as well as local, state, and federal law, regulations, ordinances, guidelines, and orders relating to infectious diseases, pandemics, outbreaks, and public health emergencies, including applicable reporting requirements.
3. To evaluate your job application and candidacy for employment.
4. To communicate with you regarding your candidacy for employment.
5. To keep your application on file even if you did not get the job applied for, in case there is another position for which we want to consider you as a candidate even if you do not formally apply.
6. To evaluate and improve our recruiting methods and strategies.
7. To reduce the risk of spreading infectious diseases in or through the workplace.

16. Independent contractor purposes:

- a. To fulfill or meet the purpose for which you provided the information.
- b. To comply with state and federal law and regulations requiring businesses to maintain certain records (accident or safety records, and tax records/1099 forms).
- c. To engage the services of independent contractors and compensate them for services.
- d. To evaluate, make, and communicate decisions regarding an independent contractor, including decisions to hire and/or terminate.
- e. To grant independent contractors access to secure Firm facilities and equipment and maintain information on who accessed such facilities and equipment, and what they did therein or thereon.
- f. To evaluate, assess, and manage the Firm's business relationship with vendors, service providers, and contractors that provide services to the Firm.
- g. To reduce the risk of spreading infectious diseases in or through the workplace.

We may disclose your personal information for any one or more of the business purposes identified above.

We do NOT and will not sell your personal information in exchange for monetary or other valuable consideration. We do not share your personal information for cross-context behavioral advertising.

We do not and will not use or disclose your sensitive personal information for purposes other than the following:

1. To perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services.
2. To detect security incidents that compromise the availability, authenticity, integrity, and confidentiality of stored or transmitted personal information.
3. To resist malicious, deceptive, fraudulent, or illegal actions directed at the business and to prosecute those responsible for those actions.
4. To ensure the physical safety of natural persons.
5. For short-term, transient use.
6. To perform services on behalf of the Firm.
7. To verify or maintain the quality or safety of a product, service or device that is owned, manufactured, manufactured for, or controlled by the Firm, and to improve, upgrade, or enhance the service or device that is owned, manufactured by, manufactured for, or controlled by the Firm.

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

8. For purposes that do not involve inferring characteristics about the consumers, contractors, and applicants.

Retention of Personal Information

We will retain each category of personal information in accordance with our established data retention schedule as indicated above. In deciding how long to retain each category of personal information that we collect, we consider many criteria, including, but not limited to: the business purposes for which the personal information was collected; relevant federal, state and local recordkeeping laws; applicable statutes of limitations for claims to which the information may be relevant; and legal preservation of evidence obligations.

We apply our data retention procedures on an annual basis to determine if the business purposes for collecting the personal information, and legal reasons for retaining the personal information, have both expired. If so, we will purge the information in a secure manner.

Third-Party Vendors

We may use other companies and individuals to perform certain functions on our behalf. Examples include administering email services and running special promotions. Such parties only have access to the personal information needed to perform these functions and may not use or store the information for any other purpose. Subscribers or site visitors will never receive unsolicited email messages from vendors working on our behalf.

Business Transfers

In the event we sell or transfer a particular portion of its business assets, information of consumers, contractors and applicants may be one of the business assets transferred as part of the transaction. If substantially all of our assets are acquired, information of consumers, contractors and applicants may be transferred as part of the acquisition.

Compliance with Law and Safety

We may disclose specific personal and/or sensitive personal information based on a good-faith belief that such disclosure is necessary to comply with or conform to the law or that such disclosure is necessary to protect our employees or the public.

Use of Cookies and Other Tracking Technologies

Cookies are small files that a website may transfer to a user's computer that reside there for either the duration of the browsing session (session cookies) or on a permanent, until deleted, basis (persistent cookies) that may be used to identify a user, a user's machine, or a user's behavior. We make use of cookies under the following circumstances and for the following reasons:

- Provide you with services available through the website and to enable you to use some of its features
- Authenticate users and prevent fraudulent use of user accounts
- Identify if users have accepted the use of cookies on the website
- Compile data about website traffic and how users use the website to offer a better website experience
- Track your browsing habits to enable us to show advertising which is more likely to be of interest to you, including advertising by third parties on our website

You may delete cookies from your web browser at any time or block cookies on your equipment, but this may affect the functioning of or even block the website. You can prevent saving of cookies (disable and delete them) by changing your browser settings accordingly at any time. It is possible that some functions will not be available on our website when use of cookies is deactivated. Check the settings of your browser. ~~Below you can find some guidance:~~

- ~~[Safari](#)~~
- ~~[Opera](#)~~
- ~~[Internet Explorer](#)~~
- ~~[Google Chrome](#)~~
- ~~[Mozilla](#)~~

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

External Links

Our website contains links to other sites. We are not responsible for the privacy practices or the content of such websites. To help ensure the protection of your privacy, we recommend that you review the Privacy Policy of any site you visit via a link from our website.

Passwords

The personal data record created through your registration with our website can only be accessed with the unique password associated with that record. To protect the integrity of the information contained in this record, you should not disclose or otherwise reveal your password to third parties.

Children Under the Age of 16

We do not knowingly sell or share the personal information of consumers under 16 years of age.

How We Protect the Information that We Collect

The protection of the information that we collect about visitors to this website is of the utmost importance to us and we take every reasonable measure to ensure that protection, including:

- We keep automatically collected data and voluntarily collected data separate at all times.
- We use internal encryption on all data stores that house voluntarily captured data.
- We use commercially reasonable tools and techniques to protect against unauthorized access to our systems.
- We restrict access to private information to those who need such access in the course of their duties for us.

International Visitors

We do not target, market to, or offer our products or services to consumers outside of the United States. You agree not to submit your personally identifiable information through the website if you reside outside the United States.

Rights Under the CCPA and CPRA

This section of the Privacy Policy applies only to California residents who are natural persons. If you are a California resident, you have the following rights pursuant to the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA):

1. Right to Know. The right to request, up to 2 times in a 12-month period, that we identify to you (1) the categories of personal information we have collected about you going back to January 1, 2022, unless doing so would be impossible or involve disproportionate effort, or unless you request a specific time period, (2) the categories of sources from which the personal information was collected, (3) the business or commercial purpose for collecting, selling, or sharing this information, (4) the categories of third parties with whom we share or have shared your personal information;
2. Right to Access. The right to request, up to 2 times in a 12-month period, that we disclose to you, free of charge, the specific pieces of personal information we have collected about you going back to January 1, 2022, unless doing so would be impossible or involve disproportionate effort, or unless you request a specific time period;
3. Right to Delete. The right to request, up to 2 times in a 12-month period, that we delete personal information that we collected from you, subject to certain exceptions;
4. Right to Correct. The right to request that we correct inaccurate personal information (to the extent such an inaccuracy exists) that we maintain about you;
5. The right to designate an authorized agent to submit one of the above requests on your behalf. See below for how you can designate an authorized agent; and
6. The right to not be discriminated or retaliated against for exercising any of the above rights, including an applicant's and independent contractor's right not to be retaliated against for exercising the above rights.

You can submit any of the above types of consumer requests through any of the 2 options below:

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

1. Submit an online request by clicking here to complete our [California Consumer Privacy Act Request Form](#).
2. Call our privacy toll-free line at 1-877-201-0540.

How We Will Verify That it is Really You Submitting the Request

If you are a California resident, when you submit a Right to Know, Right to Access, Right to Delete, or Right to Correct request through one of the methods provided above, we will ask you to provide some information in order to verify your identity and respond to your request. Specifically, we will ask you to verify information that can be used to link your identity to particular records in our possession, which depends on the nature of your relationship and interaction with us. For example, we may need you to provide your name, email, phone number, IP address, browser ID, amount of your last purchase with the business, and/or date of your last transaction with the business.

Responding to Your Right to Know, Right to Access, Right to Delete, and Right to Correct Requests

Upon receiving a verifiable request from a California resident, we will confirm receipt of the request no later than 10 business days after receiving it. We endeavor to respond to a verifiable request within forty-five (45) calendar days of its receipt. If we require more time (up to an additional 45 calendar days, or 90 calendar days total from the date we receive your request), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

We do not charge a fee to process or respond to your verifiable request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

For a request to correct inaccurate personal information, we will accept, review, and consider any documentation that you provide, and we may require that you provide documentation to rebut our own documentation that the personal information is accurate. You should make a good-faith effort to provide us with all necessarily information at the time that you make the request to correct. We may deny a request to correct if we have a good-faith, reasonable, and documented belief that a request to correct is fraudulent or abusive. If we deny your request to correct, we shall inform you of our decision not to comply and provide an explanation as to why we believe the request is fraudulent.

If You Have an Authorized Agent

If you are a California resident, you can authorize someone else as an authorized agent who can submit a request on your behalf. To do so, you must either (a) execute a valid, verifiable, and notarized power of attorney or (b) provide other written, signed authorization that we can then verify. When we receive a request submitted on your behalf by an authorized agent who does not have a power of attorney, that person will be asked to provide written proof that they have your permission to act on your behalf, and we will also contact you and ask you for information to verify your own identity directly with us and not through your authorized agent. We may deny a request from an authorized agent if the agent does not provide your signed permission demonstrating that they have been authorized by you to act on your behalf.

Other California Privacy Rights

The California Civil Code permits California Residents with whom we have an established business relationship to request that we provide you with a list of certain categories of personal information that we have disclosed to third parties for their direct marketing purposes during the preceding calendar year. To make such a request, please send an email DataSecurity@dwkesq.com, or write to us at the address listed below. Please mention that you are making a "California Shine the Light" inquiry.

Consent to Terms and Conditions

By using this website, you consent to all terms and conditions expressed in this Privacy Policy.

Changes to Our Privacy Policy

As our services evolve and we perceive the need or desirability of using information collected in other ways, we may from time to time amend this Privacy Policy. We encourage you to check our website frequently to see the current Privacy Policy in effect and any changes that may have been made to them. If we make material changes to this Privacy Policy, we will post the revised Privacy Policy and the revised effective date on this website. Please check back here periodically or contact us at the address listed at the end of this Privacy Policy.

Consumers With Disabilities

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT FOR BOND SERVICES

This policy is in a form that is accessible to consumers with disabilities.

Questions About the Policy

This website is owned and operated by Dannis Woliver Kelley, APC. If you have any questions about this Privacy Policy, please contact us at DataSecurity@dwkesq.com or call 1-877-201-0540.

****This policy was last updated December 20, 2023.***