


SAN JOSÉ UNIFIED SCHOOL DISTRICT  
SERVICE AGREEMENT OVER \$25,000

<b>Budget Clearing Form</b> (To be completed by School/Department)	
<b>CONTRACTOR FULL NAME</b> Lozano Smith	
<b>DBA (DOING BUSINESS AS)</b>	
<b>SSN or TAX ID NO.</b>	<b>BUSINESS LICENSE NO.</b>
<b>DESCRIPTION OF SERVICE:</b> To represent, advise and counsel any and all aspects of the District's education, labor and business concerns focusing on Purchasing & Contracts and Risk Management during the 2018-19 school year.	
<b>CONTRACT TERM FROM</b> 07/01/2018	<b>TO</b> 06/30/2019
<b>BUDGET NO.</b> 031-911-860-0000-0-511-5820-0000-7530 031-940-260-0000-0-781-5820-0000-7200	<b>AMOUNT</b> \$25,000
<b>BOARD DATE</b> 6/28/18; Ratification on 9/13/18	<b>REQUISITION NO.</b> 191001685, 19001102
<b>SCHOOL/DEPARTMENT</b>	
<b>PREPARED BY:</b> Socorro Vigil <hr/> <b>Name</b> Senior Contract Specialist <hr/> <b>Position</b> 408-535-6000 Ext. 17520 <hr/> <b>Phone Number</b>	<b>AUTHORIZED BY (BUDGET CONTROL ADMINISTRATOR):</b>  <hr/> <b>Signature</b> Stephen McMahon <hr/> <b>Name</b> Deputy Superintendent <hr/> <b>Position</b>



# SAN JOSÉ UNIFIED SCHOOL DISTRICT

This Service Agreement ("Agreement") is made this 1st day of August, 2018, between San José Unified School District ("District"), and Lozano Smith, LLP ("Contractor"), a/an (Please choose one)

☐ Individual ☐ Partnership ☐ Corporation ☒ LLP ☐ LLC ☐ Other (Please specify): \_\_\_\_\_

1. **SERVICES.** Contractor shall perform the following services ("Services"): (If a separate scope of services or proposal generated by the District or the Contractor is available, attach exhibit(s) and reference it here. Please do not attach a separate contract.)

To represent, advise and counsel any and all aspects of the District's education, labor and business concerns focusing on Contracts and Risk Management during the 2018-2019 school year.

Please see attached Exhibit "A & B".

2. **LOCATION.** Work will be performed at the following: (e.g., District-wide or specific District sites - a list of sites may also be attached and referenced here) \_\_\_\_\_

3. **COMPENSATION.** District agrees to pay Contractor for Services as follows (check and complete one of the following):

- ☐ At the rate of \$ 295 per hour, with the total amount not to exceed \$ 25,000.00  
☐ In an amount not to exceed \$ \_\_\_\_\_, invoiced to the District in increments as Services are actually completed.  
☐ In \_\_\_\_\_ installments of \_\_\_\_\_ each, for a total amount not to exceed \$ \_\_\_\_\_.

Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department.

4. **TERM/TERMINATION** The term of this Agreement shall commence on JULY 1, 2018 and shall continue through JUNE 30, 2019. 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.

5. **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 of this Agreement. The certificate of liability insurance must have San Jose Unified School District, 855 Lenzen Avenue, San Jose, CA 95126, as the Certificate Holder and as additional insured.

Commercial General Liability Insurance	Each Occurrence	\$2,000,000
	General Aggregate	\$4,000,000
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
Abuse and Molestation Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
Workers' Compensation		Statutory limits
Employer's Liability	Each Occurrence	\$1,000,000





## SAN JOSÉ UNIFIED SCHOOL DISTRICT

### 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 public liability insurance and property damage insurance, and any other insurance required of Contractor under this Agreement, in a company or companies lawfully authorized to do business in California as admitted carriers, in like amounts and scope of coverage as that required of Contractor hereunder.

6. **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 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.
7. **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 A. 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.
8. **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.
9. **INDEMNIFICATION.** Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Education, and members of the Board of Education, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the sites listed herein; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Education, members of the Board of Education, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or District described in this paragraph.
10. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the Pupil Records Rider for Digital Records Storage or Digital Educational Software contract requirements (Education Code §49073.1, "Pupil Records").
11. **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. This Agreement consists of:
  - 11.1 Service Agreement
  - 11.2 Exhibit A – Contractor Certification
  - 11.3 Pupil Records Rider for Digital Educational Software Contracts. Required ☐ YES ☒ NO  
(Refer to Section 10; Statement of Compliance)
12. **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.



## SAN JOSÉ UNIFIED SCHOOL DISTRICT

13. **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.

### 14. INFORMATION REGARDING CONTRACTOR

Contact Name:	Andy J Garcia	Email Address:	agarcia@lozanosmith.com
Address:	7404 N Spalding , Fresno, CA 93720		
Telephone:	559-431-5600	Facsimile:	559-447-6585

15. **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.

16. **ATTORNEY'S FEES.** If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.

17. **BOARD APPROVAL REQUIRED.** This Agreement shall not be a valid and binding obligation of the District, and Contractor shall not be entitled to payment for services rendered, unless and until executed by both parties and approved by the District's Board of Education.

18. Executed by the parties at San José, California, on the day and year indicated below.

San José Unified School District

Contractor

Date: \_\_\_\_\_

Date: 8/17/2018 \_\_\_\_\_

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Print Name: FLORENCE ENG

Print Name: Karen M. Rezendes

Title: Director, Business Support Services

Title: Managing Partner

\*Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires Contractor's federal tax identification number or Social Security number, whichever is applicable.



PURCHASING & CONTRACT MANAGEMENT  
855 Lenzen Avenue, San Jose, CA 95126  
(408) 535-6141  
Rev. 12/2015



# SAN JOSÉ UNIFIED SCHOOL DISTRICT

## "EXHIBIT A"

### CONTRACTOR CERTIFICATION

#### Fingerprint and Background Certification

Business entities entering into a Service Agreement with the District shall comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations.

One of the two boxes below must be checked, with the corresponding certification provided, and this form attached to the Service Agreement:

- ☒ I, Karen M. Rezendes, am (an authorized representative of/doing business as) Lozano Smith, LLP. (Name of Contractor) and hereby certify that Contractor have Conducted the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of this business District, 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. I have also attached hereto and incorporated herein is a list of the names of the employees of the undersigned who will be providing services to San José Unified School District and who may come in contact with pupils. I agree to keep this list current and to notify San José Unified School District of any additions/deletions as they occur.

Signature Karen M. Rezendes Date 8/17/2018

- ☐ Arrange to have a District employee whom the DOJ has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise the Contractor.

District Representative's Name & Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) under this agreement are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Signature Karen M. Rezendes Date 8/17/2018

Tuberculosis Certification. Contractor and the Contractor Parties shall at all times comply with the tuberculosis certification requirements as set forth below. Specifically, by checking the applicable boxes 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 during the term of this Agreement.
- ☐ 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 test that complies with the requirements of California Education Code Section 49406.

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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature Karen M. Rezendes Date 8/17/2018



PURCHASING & CONTRACT MANAGEMENT  
855 Lenzen Avenue, San Jose, CA 95128  
(408) 535-6141  
REV. 7.12.2018

## **Case Management & Billing Standards for 2018-2019**

### **I. LEGAL MATTER INTAKE AND ASSESSMENT**

The District and District legal counsel share responsibility for developing effective and sound approaches to District legal matters. Approaches to District legal matters should be developed in a timely manner. District legal counsels are to address the activities necessary to defend, resolve, or address a District legal matter as soon as possible.

It is the District's policy that 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. On cases or legal matters for which the District has liability, it is the District's goal to resolve those matters as expeditiously and economically as possible. On cases that do not appear to involve District liability, it is the District's goal that District legal counsel maintains a thorough and firm defense to same.

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 from the District's Governing Board or designee in compliance with applicable laws and District policy and procedure.

### **II. STAFFING REQUIREMENTS**

Staffing of District cases or legal matters shall be as follows:

- 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.
- Unless otherwise authorized by District, District legal counsel may designate a maximum of one associate-level attorney and one paralegal in addition to the partner level attorney to work on a District case or legal matter for which legal services are requested. In limited circumstances, District legal counsel may involve more than this number of attorneys without prior approval from District if necessary to meet District established deadlines.

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.

In order to achieve the best level of efficiency and value, the roles and responsibilities of District



## EXHIBIT B

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.

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.

### *HOURLY PROFESSIONAL RATES*

<i>Partner / Shareholders / Senior Counsel / Of Counsel</i>	<u>\$ 260 - 295</u> <i>per hour</i>
<i>Associate</i>	<u>\$200 - 260</u> <i>per hour</i>
<i>Paralegal / Law Clerk</i>	<u>\$135 - 150</u> <i>per hour</i>
<i>Consultant</i>	<u>\$165 - 195</u> <i>per hour</i>

## 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, District legal counsel are 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).

## EXHIBIT B

### 1. Acknowledgment of Case Referral

Once the District refers a case to counsel, District legal counsel should send a letter to the District acknowledging such referral. The letter should 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.



## EXHIBIT B

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 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 counsels are 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:

- Orders of Dismissal
- Final Judgments
- 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.

## EXHIBIT B

### IV. BILLING

#### Billing Procedures and Frequency of Billing

Bills for legal services shall be submitted on a monthly basis. SJUSD reserves the right to add up to a two percent (2%) penalty to any Law Firm for not submitting bills for legal services on a monthly basis. Special billing arrangements may be agreed to in certain cases or matters subject to prior written approval from the Districts' Director.

District legal counsel will submit bills for legal services, inclusive of detailed billing and a summary sheet of all billings, by electronic means to the Director of Business Support Services only, with the exception that any law firm working with Human Resources will send the detailed bill directly to Human Resources Director's secretary by electronic means, with only the summary sheet of all billings. All such billing shall be in a PDF format capable of being opened, read, and processed by the District's computer system and software.

**Formatting** District legal counsel submitting bills for legal services must comply with the following format requirements:

**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; (3) whenever possible, the name of the primary SJUSD employee who requested service being billed for; and (4) **District purchase order number**.

**Body** The body of the bill must include daily entries showing (1) the date the work was performed; (2) the initials of 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.

**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.

#### **Charges for Services**

1. **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.
2. **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.
3. **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.



## EXHIBIT B

4. **Compensation** District legal counsel must obtain prior written consent from the Districts' Director and the Governing Board prior to implementing any increase in billing rates or other legal services costs appearing on bills.
5. **In-Firm Conferences** Unless otherwise agreed upon by the District, time will be billable for in-firm conferences on a District case or matter.
6. **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.
7. **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.
8. **Legal Research** District legal counsel should consult with the District before undertaking a legal research project involving substantial expenditure of time (greater than two hours).
9. **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.
10. **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.
11. **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, updating databases, Bates-stamping, tabbing sub-files and assembling materials.
12. **Travel Time**
  1. **Local Travel** Unless otherwise agreed to, travel to and from District legal counsel offices to San Jose Unified School District Office, is not reimbursable or billable.
    - **Automobile Travel** The District will pay the current IRS mileage rate for personal automobile travel starting from the District Office, not including travel to or from the District Office.
  2. **Long Distance Travel** The District will only reimburse pre-approved long-distance travel

## EXHIBIT B

expenses at the rates authorized for District personnel generally (per diems, caps on meal/hotel expenses, etc...). Time billed for long distance 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.**

- **Air Travel** 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.

**3. 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.

**13. Deposition Transcript Summary** Deposition transcript summaries should not be prepared without prior consultation with the appropriate District administrator.

**14. 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.

## 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

### 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. 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



## EXHIBIT B

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.

The District and its 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 the District's express written permission.

All media inquiries or requests for permission should be referred to the District's Assistant Superintendent, Educational Accountability and Community Development, and the appropriate District Director.

### **Confidential District Information**

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.

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.

### **REIMBURSABLE AND NON-REIMBURSABLE INTERNAL EXPENSES**

The District will reimburse District's legal counsel's internal expenses as follows:

**Photocopying** With prior approval, the District will reimburse in-house photocopying costs at the actual cost to the firm, up to a maximum of ten cents (\$0.10) per page. In calculating actual cost, secretarial time is not to be considered. The District may request the documentation supporting a firm's requested rate per page.

**Postage** The District will reimburse for postage at face value.

**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. Prior approval of the District's Director is required.

## EXHIBIT B

**Computer Assisted Research.** The District will not pay for computer assisted research unless it results in cost savings to the district such as Westlaw, Lexis, Dialog, Information/America and other for-fee computer research databases and Internet access, and unless the District gives prior approval for any charge that will exceed \$500 in a one month period on a particular matter.

**Court Reporters** Court reporter costs are reimbursable only when pre-approved by the districts' Director.

**Overtime** The District will not pay for clerical administrative overtime charges. These charges are considered part of District legal counsel's overhead.



EXHIBIT B

By signing below, I certify that I have read the Case Management & Billing Standards provided by San Jose Unified School District.

The firm will comply with all the Standards.

Please return this document with the signed service agreement.

Thank you for your cooperation.

Firm Name: Lozano Smith

Signature: 

Print Name: Karen M. Rezendes

Date: 8/17/2018

This document is intended to establish the Case Management and Billing Standards for parties providing legal services to the San Jose 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.

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.

Questions regarding these Standards should be directed to the office of the District's Director of Business Support Services.