CONSTANGY
Brooks Smith & Prophete

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May 22, 2026

Sandra Garcia
Interim Superintendent
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95126
Sandra.Garcia@arusd.org

**Re: Engagement Letter/Agreement**
**Employment & Labor and General Title IX Investigation Services**

Dear Ms. Garcia:

Thank you for asking Constangy, Brooks, Smith & Prophete, LLP ("Constangy" or "the Firm") to advise Alum Rock Union Elementary School District (the "District"). We appreciate you selecting us to handle your legal work and look forward to working with you.

## A. *Scope of Services and Term*

Constangy is retained to provide and conduct independent investigations of personnel and student complaints, including but not limited to Title IX investigations in accordance with law and Title IX regulations and District policy and regulations, and personnel investigations or other internal investigations in accordance with District policy and regulations, collective bargaining agreements and other applicable standards and procedures. The scope of the investigative assignment includes reaching factual findings in regard to the above-referenced personnel allegations. The investigation will be performed by Attorneys Michelle Meek, Erica Cortez, and Ariel Valerio-Meek.

Please note the same terms of this agreement will cover any other investigative work we might perform for the District beyond the investigative services provided hereunder unless the terms of the other work are set forth in a separate engagement letter.

This Agreement will be effective upon mutual execution by the parties and the approval of the District's Governing Board through December 31, 2026, and may be renewed or extended upon mutual agreement of the parties.

## B. *Impartiality and No Guarantee of Results*

The District and Constangy agree that the objective of this engagement is for Constangy to conduct impartial investigations, and that Constangy fulfills its duty to the District by conducting this investigation impartially and objectively. Constangy does not guarantee any particular result or finding. Rather, Constangy will reach findings based on an impartial and professional evaluation of the evidence available to it. The District understands that its obligation to pay fees and costs, as outlined below, does not depend on the outcome of the investigation.

## C. *Staffing & Fees*

Michelle Meek, Erica Cortez, and I will be the primary attorneys working with you. Our rates will be charged at $350 for Partners and Senior Counsel, and $300 for Associates.

In an effort to keep costs to a minimum, other attorneys and paralegals with the necessary legal skills and available time may be involved as well. We periodically review our rates and reserve the right to make adjustments as needed upon at least thirty (30) days' notice to the District. Any adjustments are typically made in January of each year. Except in fixed fee matters, we do not guarantee a maximum fee.

### D. *Expenses*

Please know that Constangy bills separately for out-of-pocket expenses such as overnight mail, outsourced copying, and any mileage, lodging or other travel costs. These expenses will be separately itemized on your invoice. Unlike many firms, however, we do not charge for incidental expenses such as in-house copying, long distance telephone calls, faxes, postage, or standard computerized research within our research subscription.

Other expenses for which the Firm contracts in bulk (e.g., online research, imaging, facsimile and litigation support) will include a reasonable allocation of overhead for clients using those services. During any lawsuit or other litigation matter in which we are requested to represent the District, we may also incur expenses related to electronic discovery services when processing Electronically Stored Information ("ESI"). Depending on the volume and complexity of the ESI, collection and processing may be performed in-house or by an outside vendor. We will bill the District for the time of both in-house professionals and outside vendors. We will also bill the District $20/GB/Month for data hosting fees as well as $95/User/Month for access to the review platform, although hosting fees only apply while the applicable case is active.

### E. *Invoices and Payments*

Our typical practice is to send monthly invoices for our fees and expenses, which contain detailed descriptions of the work performed and expenses incurred. We charge for our time on an hourly basis, in one-tenth (0.10) increments. Invoices should be paid upon receipt. If for any reason you find yourself unable to pay an invoice within sixty (60) days after receipt, please call us promptly.

If the Firm is handling multiple matters for the District, we require payment on all matters be kept current as a condition of continuing work. Should the scope of our work change or the District fail to make payments in a timely manner, the Firm reserves the right to request an advance deposit or retainer.

### F. *Compensation for Post-Investigative Work*

Each investigation under this engagement shall be considered concluded after Constangy has provided an investigation report in the matter, whether oral or written. After the conclusion of the investigation, should a need arise for Constangy to respond to any subpoena, or to otherwise provide deposition or trial testimony in connection with this matter, the District shall compensate Constangy at its then applicable rates for time expended, including time involved in preparing for such deposition or testimony, or responding to any subpoena. The District agrees to reimburse the Firm for all reasonable fees and costs incurred in obtaining necessary representation for such proceedings, including legal fees and costs that Constangy incurs in preparing for such proceedings.

### G. *Communication Methods*

Unless the District specifically directs us to the contrary, for purposes of this engagement, we agree that it is appropriate for us to use e-mail and facsimile in the course of the engagement without any encryption or other special protections. Please notify us if the District has any other requirements in connection with the methods of telecommunication.

### H. *Confidentiality & Privilege*

The District and the Firm understand that work performed by Constangy may not be protected by the attorney-client and work product privileges, including but not limited to any privileges accorded by Evidence Code 952.

Constangy acknowledges and agrees that in the course of the conduct of any investigation or analysis it may receive from the District confidential educational and personnel records, including but not limited to confidential and private "education records" pursuant to Family Educational Rights and Privacy Act or FERPA (20 U.S.C. §1232g; 34 CFR Part 99) and confidential pupil records pursuant to California Education Code section 49073 et seq. and other applicable laws and regulations. Constangy agrees to maintain the confidentiality of such records and shall notify the District immediately if and when it receives a subpoena or court order seeking to compel the disclosure of such records.

### I. *Data Security & Confidentiality*

Constangy believes strongly in the importance of client confidentiality and maintaining a safe, secure, and protected data & information management platform. We utilize antivirus software, device encryption, various management tools, cloud & managed solutions, and other technologies to protect both client & business data. To that end, the current global security climate is one of vigilant and persistent threats. The Firm makes every attempt to mitigate data security risk, but cannot offer limitless or guaranteed protections beyond the best efforts available to the business community.

In the event that the anticipated data contained within your case requires a specific or customized approach to data & information security, Constangy maintains a full complement of Information Technology, E-discovery, & Practice Support professionals, who can be made available to answer your questions or develop a custom solution.

### J. *Conclusion of Services*

Our engagement for any investigations, administrative, or labor matter on which we were working on the District's behalf will be considered terminated six months after the matter has been fully dismissed, resolved or otherwise disposed of or closed, if not expressly terminated sooner. For the investigations we provide to the District, our scope of services, as defined above, will be considered concluded if we have not invoiced you for three years. If, however, we perform services for you after that time without execution of a new agreement, the terms of this current engagement letter will apply, subject to any rate increases the Firm has implemented since that time.

You may terminate our engagement at any time by notifying us in writing. We also reserve the right to withdraw from our engagement for any reason permitted or required under the applicable rules of professional responsibility or other rules or regulations. In accordance with some state bar associations, we must also inform you that we reserve the right to withdraw from our engagement of a client for material misrepresentations or non-payment of fees and/or expenses, and may have the right to retain files until payment on your account is current.

### K. *Constangy File Document Retention*

At the conclusion of our services or any matter which we are handling for you, we reserve the right to retain our files pertaining to the matter (including attorney work product) in electronic format only. We also reserve the right to destroy electronic documents after they have been maintained for seven years. If you would like us to return any hard copy files to you at the conclusion of the case, or electronic documents to you during the seven-year retention period, please contact us by email or in writing, and we will be happy to arrange for delivery of the files.

### L. *District's Preservation of Documentation Obligations*

Note that when the District receives notice of a claim or lawsuit, it has a legal duty to retain all documents relevant to that claim or litigation. Thus, the District must take affirmative steps to retain all documents related to the claimant's or plaintiff's employment, including any ESI. This requires the District to suspend any applicable document disposal procedures (including routine email deletion) and take affirmative steps to retain all hard-copy document files, e-mail, and other ESI (whether maintained on a District or personal laptop, desktop hard drive, network drive, storage device (such as thumb drive, disk, or otherwise), data compilations, text messages, voicemails, surveillance tapes and recordings, and any other tangible object that relates to the claim or lawsuit.

The District must also immediately suspend any document retention/destruction policy and put in place a "Litigation Hold." This Litigation Hold is designed to ensure that relevant electronic evidence is preserved and not destroyed, altered, modified, disposed of, or in any way compromised. Therefore, any individuals who may have relevant information or documents related to a matter must comply with this litigation hold.

We will assist you in determining the precise documents which need to be retained, and if needed, in drafting communications to those individuals in your organization who should be put on notice of this legal duty.

### M. *Professional Liability Insurance*

As required by some states' laws, we inform you that Constangy maintains malpractice and professional liability insurance coverage at a sufficient level under all state bar rules.

### N. *Privileged Nature of Communications with In-House Counsel*

At any time during or after our services, we may consult with our own counsel regarding our rights and obligations to you. These consultations may be with either our internal counsel (i.e., our "General Counsel" or other attorneys within our Firm who have been designated as our in-house counsel) or outside counsel. You agree that any such communications between us and our counsel are separate and apart from our engagement with you and that the communications will remain privileged and confidential to us and shall not be subject to disclosure.

* * * *

Once again, we appreciate the opportunity to work with you. This letter constitutes the entire understanding between the District and Constangy, and supersedes all prior understandings, written or oral, relating to this matter. Any change must be made or confirmed in writing.

If this letter correctly reflects your understanding of the terms and conditions of our engagement, please indicate your acceptance by signing this letter in the space provided below and returning a copy to us, preferably by email. This agreement is subject to the approval of the District's Governing Board. Constangy reserves the right to delay or pause work on this matter until a signed copy of this letter is received.

If you would like additional information about Constangy, including its many resources, please visit our website at www.constangy.com. Of course, you are also welcome to call any time. If we are unavailable for any reason, please feel free to contact any of my colleagues in my office for assistance. My assistant, Erin Duffey, who is also available to assist you, can be reached at eduffey@constangy.com.

Best regards,

Ariel F. Valerio-Meek

**ACKNOWLEDGEMENT**

I have read and understand the above Engagement Letter/Legal Services Agreement setting forth the District's obligations concerning the terms of services provided by CONSTANGY, BROOKS, SMITH & PROPHETE, LLP, and payment of legal fees and expenses to the Firm, and agree to be bound by the terms of that Agreement.

Alum Rock Union Elementary School District

By: _____

Title: _____

Date: _____

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_____
Name, Title and Email address

_____
Name, Title and Email address