ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
February 27, 2025

Regular Board of Trustees Meeting - February 27, 2025 Agenda

Time: 5:30 PM

Location: Alum Rock Union Elementary School District, 2930 Gay Avenue, San Jose, CA 95127; District Board Room.

Code: Regular #26-24/25

In compliance with the Americans with Disabilities Act, if you need special assistance in order to participate in the public meeting of the Board of Trustees, please contact the Office of the Superintendent at (408) 928-6822. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements.

THE MEETING WILL BE AVAILABLE FOR VIEWING LIVE VIA ZOOM WEBINAR MODE AND CAN BE ACCESSED AS FOLLOWS:

THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:
1. Live stream Youtube English Channel "AlumRock TV"
https://www.arusd.org/alumrocktv

LAND ACKNOWLEDGEMENT- Board of Trustees of Alum Rock Union Elementary School District does hereby acknowledge that the District schools and facilities sit on the traditional lands of the Muwekma Ohlone people, and the Board of Trustees further acknowledges with respect to the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of those lands.

*******PUBLIC COMMENT WILL BE ONLY IN PERSON: NO PUBLIC COMMENT WILL BE AVAILABLE THROUGH ZOOM*******

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.1 CALL TO ORDER/ ROLL CALL/PLEDGE OF ALLEGIANCE-- PRESIDENT LINDA CHAVEZ

1.2 DISCUSSION AND/OR MODIFICATION(S) OF THE AGENDA

The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

1.3 WELCOME AND EXPLANATION TO AUDIENCE

Any person may address the Board on any item on the meeting agenda. Persons who wish to speak on an item on the agenda will have an opportunity to do so when that agenda item is introduced and presented during this meeting. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes. Persons who wish to speak to the Board about any matter within the jurisdiction of the District but not on this agenda will have an opportunity to speak during item 2.01 on this agenda as stated below.

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA: REQUESTS TO ADDRESS THE BOARD provides members of the public an opportunity to speak about any matter under the jurisdiction of the District but not on this agenda. (If the subject you wish to discuss is already on this agenda, please provide your comment when that item is called during the meeting.) The Brown Act prevents the Board from discussing any item not on this published agenda but the Board may refer to staff for follow-up any formal written requests that are brought before the Board at this time. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes. Written matters may be placed on a future meeting agenda.

3. SUPERINTENDENT / BOARD BUSINESS--(The Board may take action on any item in this section, unless it is designated for information only.)

3.1 Student Recognition

Ocala STEAM Academy - Boys 8th Grade Basketball Champions (Presentation maximum 10 minutes)

Joseph George Middle - Lady Vikings 6/7 Grade Girls Basketball League Champions (Presentation maximum 10 minutes)

4. COMMENTS / COMMUNICATION

4.1 Teamsters.

4.2 California School Employee's Association (CSEA).

4.3 Alum Rock Educator's Association (AREA).

4.4 Alum Rock Administrator's Association (ARAA).

4.5 Superintendent.

4.6 Board of Trustees/Communications/Comments.

5. BOND / FACILITIES--CONTRACTS OVER $100,000, BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

5.1 **Approve Amendment No. 2 with Sixth Dimension for additional Construction Management Services in connection to the LUCHA Play Structure and Additional Scope of Work for the Painter Elementary/Sheppard Middle School Merger (Bid #B2223-Bonds29).**

On March 9, 2023 the Board of Trustees approved the contract agreement with Sixth Dimension for Construction Management Services of various projects Districtwide which included the installation of a play structure at LUCHA. On May 9, 2024 the Board approved Addendum No. 1 to include the fencing projects at Painter Elementary and Sheppard Middle School. Work on the LUCHA play structure and the fencing project were paused in anticipation of the Boards action as to which schools would close and which would be consolidated.

At the December 2, 2024 Special Board Meeting the Board acted to consolidate Painter Elementary and Sheppard Middle School, along with LUCHA and San Antonio Elementary. In order to accomplish the consolidation and merger goals for Painter/Sheppard, Construction Management Services are needed to oversee the additional scope of work: added fencing to accommodate pedestrian traffic between the two sites, added fencing to prevent lower-grade TK-2 students from accessing the Sheppard backfield, replacement of fencing behind the cafeteria, replacement of drinking fountains, resurfacing and restriping of Sheppard parking lot, refurbishment of girls' and boys' bathrooms at both Painter and Sheppard, and the addition of temporary bathrooms at both sites. CM Services are also necessary for the revival of the LUCHA play structure.

In order for Six Dimension to continue working with the design and construction teams for these projects, the staff is requesting the term of this agreement be extended to December 31, 2025.

Item	Amount
Original Contract Amount	$136,814.00
Amendment No. 1	$132,373.00
Amendment No. 2	$272,592.00
New Contract Total	**$541,779.00**

Amendment No 2 Additional Construction Mngmnt Svcs to LUCHA and Additional Scope Painter, Sheppard with Sixth Dimension Cover.pdf

Amendment No 2 Additional Construction Mngmnt Svcs to LUCHA and Additional Scope Painter, Sheppard with Sixth Dimension_DComm (backup).pdf

Staff recommends the Board of Trustees approve Addendum No. 2 in the amount of $272,592 dollars with Sixth Dimension and extend the term of the agreement to December 31, 2025.

5.2 **Architectural Services for Exterior Painting of Thirteen (13) School Sites**

Request for Proposals was solicited from the District Pool of Architects for design services associated with the exterior painting of buildings at the following thirteen (13) school sites: Painter Elementary, Sheppard Middle School, San Antonio Elementary, LUCHA Elementary, McCollam Elementary, Linda Vista Elementary, Lyndale Elementary, Russo/McEntee Elementary, Ryan Elementary, Ocala Middle School, Hubbard Elementary, Aptitud Academy, and Renaissance Academy at Mathson.

The scope of work includes design, drawing and specifications and assistance with color selection which will be determined by school site committees.

The District received one (1) bid/proposal from the following firm:

Firm Name:	Bid/Proposal Amount:
Finney Architects	$129,696.00

Architect Services for School Sites Exterior Painting with

Finney Architects Cover.pdf

Architect Services for School Sites Exterior Painting with Finney Architects_DComm (backup).pdf

Staff recommends the Board of Trustees approve the proposal and award a contract to Finney Architects in the amount of $129,696 dollars for Architectural Services associated with the exterior painting of thirteen District school sites.

6. HUMAN RESOURCES--BOARD DISCUSSION AND/ OR ACTION (The Board may take action on any item in this section, unless it is designated for information only)

6.1 Approve Updated Job Descriptions - Child Nutrition Services

Cover - CNA Job Descriptions 2.27.25.docx.pdf

JD - Child Nutrition Assistant I.pdf

JD - Child Nutrition Assistant II.pdf

JD - Child Nutrition Assistant III.pdf

The District Administration is recommending that the Board of Trustees approve the updated job descriptions.

6.2 Approval of District Memorandum of Understanding with Teamsters Local 150

The District and Teamsters Local 150 reached the attached Memorandum of Understanding regarding CNA 1, 2 and 3 Positions.

Cover - Teamsters MOU.docx

Teamsters MOU 2.27.25.pdf

The District Administration is recommending that the Board of Trustees approve the Memorandum of Understanding.

6.3 Resignations (Information Only)

Pursuant to Board Policy 4117.2 the Superintendent or designee has accepted the following resignations.

Cover - Resignations - 2.27.25.docx

Certificated Resignations 2.27.25.docx

7. INSTRUCTIONAL SERVICES--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

7.1 School Sponsored Field Trip List

Student field trips are an important component of the educational program. Field trips supplement and enrich classroom learning experiences and provide opportunities for students to relate their new learning to the outside world.February 27 2025 Field Trip Board Cover 24.25.docx February 27 2025 Information Sheet.docx

Staff recommends approval of out-of-county and overnight school-sponsored field trips.

8. CONTRACTS OVER $100,000--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

9. CONSENT CALENDAR/ACTION ITEMS--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

9.1 Approval of Acceptance of Grant/Award Notification

The District has received a grant/award as summarized on the attached sheet dated February 27, 2025.

Grant Cover.pdf

Grants_BDocs.pdf

Grant_CDFA (back up) Revised.pdf

9.2 **Resolution #42-24/25 and Resolution #43-24/25 California Uniform Public Cost Construction Accounting Act (CUPCCAA)**

On February 14, 2019 the Board took action to approve Resolution #26-18/19 and Resolution #27-18/19 in order to facilitate the efficient use of limited maintenance, bonds, and capital funds available to the district. The Board elected to operate under Public Contract Code Section 22000 through 22045 and be subject to the Uniform Public Construction Cost Accounting Procedures. These procedures permit the district to annually advertise for contractors who wish to bid on district projects and to thereby develop a list of qualified bidders for the various trades for the following calendar year. By following these procedures, projects costing $75,000 or less can be performed by district employees, negotiated contract, or by purchase order; informal bidding processes may be used for projects between $75,000 and $220,000; and formal bidding is required for projects of more than $220,000.

Every five years, the Commission shall consider whether there have been material changes in public construction costs and make recommendations to the State Controller regarding adjustments to the bidding procedure monetary limits (PCC22020). Adjustments should be effective for the fiscal year that commences not less than 60 days following the State Controller's notification to all participating agencies.

Res 42 and Res 43 CUPCCAP Cover.pdf

Res 42 CUPCCAP Uniform Public Construction Cost Accounting Procedures_DComm (Resolution).pdf

Res 43 CUPCCAP Uniform Public Construction Cost Accounting Procedures_DComm (Resolution).pdf

9.3 Approve Resolution No. 44-24/25 Inventory Disposal

Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and/or Superintendent.

RESOLUTION-#44-2425-COVER-PAGE.pdf

APPROVE-RESOLUTION-#44-2425-INVENTORY-DISPOSAL .pdf

Staff recommends approval of the sale, donation and/or disposal, of surplus listed on the attached sheet(s) dated February 27, 2025.

9.4 **Donation of Surplus Equipment to Talent Development Center Charity**

Talent Development Center (TDC) is a charity that brings technology to some of the poorest sections of Africa in order to promote high tech learning. This allows for the continued usage of devices that are functional but no longer usable by the District to bring benefit and hope to people on a Global level.

High tech items that are no longer supported or viable to the District would be offered to TDC for shipment to Africa. TDC will accept full liability and facilitate pick up devices from the District.

The attached list of surplus items are being recommended for board approval at the regularly board meeting on February 27, 2025.

E-waste items that do not apply to this charity will be e-wasted in

accordance with California Laws for the Disposal/Destruction of Universal Waste Electronic Devices and SB20/50 through a local e-waste company.

Donation of Surplus Equipment to Talent DCC Cover.pdf

Donation of Surplus Equipment to Talent DCC_DComm (backup rev).pdf

Donation to Talent Development Center_DComm (Surplus).pdf

9.5 Resolution No. 45-24/25
Declaring the Futility of Public Bidding for the Lease of Portable Bathrooms and Approval to Enter into a Contract to Lease of Portable Restrooms

The District seeks to lease portable restrooms for the sites as work continues to impact the restroom facilities at both Sheppard Middle and Painter Elementary sites. The best compatible vendor that met specification that matched the required dimensions for use by the District's TK/Kindergarten students is Mobile Modular Management Corporation.

Res 45 Futility Portable Bathrooms Cover.pdf

Res 45 Futility Portable Bathrooms_DComm (Resolution).pdf

9.6 Notices of Employment and Changes of Status / Human Resources

This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Cover - Personnel Report - 2.27.25.docx

Certificated Personnel Report 2.27.25.docx

9.7 Approve Contracts for Professional Services-Firms/Organizations

The following contracts for professional services are being presented to the Board of Trustees for review and approval.

Cover-Page-Firms-February-27

February-27-2025-Firms.docx

ENTOURAGE-YEARBOOKS.pdf

GILLMOR-&-ASSOCIATES-DBA-PUBLIC-PROPERTY-ADVISORS.pdf

DATAGENOMIX-LLC .pdf

JOSTENS-INC.pdf

MOBILE-MODULAR-MANAGEMENT-CORPORATION-PAINTER.pdf

MOBILE-MODULAR-MANAGEMENT-CORPORATION-SHEPPARD.pdf

Staff recommends approval of the following contracts for professional services on the attached sheets. Contract details are on file in the Purchasing Office.

10. CLOSED SESSION - Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 p.m. for all Regular and Special Meetings, unless extended by a majority vote of the Board.

10.1 ANNOUNCEMENT AND PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION (Government Code Section 54957.7)

10.2 CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: four potential cases

10.3 **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9):** (1) Jane Doe 1, et al. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 23CV420187; (2) Jane AAY Doe, by and through her Guardian ad Litem, John AAL Doe v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV429076; (3) Jane Doe v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV435022; (4) Jane AHK Doe, et al. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 24CV441079; (5) Jane Doe E.W. v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 22CV407905; (6) JANE ROE 1, JANE ROE 2, and JANE ROE 3, vs. ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, et al., County of Santa Clara Superior Court Consolidated Case No.: 22CV409107; (7) Jane Doe v. Alum Rock Union Elementary School District, Think Together and New Hope for Youth, Santa Clara County Superior Court case no. 24CV449309, and (8) *Jane ACC Doe v. ARUSD, et al.*(case no. 24CV444348).

10.4 Conference with Real Property Negotiators (Gov. Code

Section 54956.8) Agency Negotiators: Public Property Advisors, Lisa Gillmor and Paulo Hernandez, and German Cerda, Superintendent and Teresa DeCelles, Assistant Superintendent of Business Services; Properties: 1300 Tallahassee Dr., San Jose, CA 95122-3939, 1824 Daytona Dr., San Jose, CA 95122-1719, 3720 East Hills Dr., San Jose, CA 95127-2418, 1290 Bal Harbor Dr., San Jose, CA 95122-1902, 277 Mahoney Dr., San Jose, CA 95127-3547, 1711 E. San Antonio St., San Jose, CA 95116-3041, 500 Rough & Ready Rd., San Jose, CA 95133-2068, 2000 Kammerer Ave., San Jose, CA 95116-3016.
Negotiating Parties: Not yet determined
Under discussion/negotiations: Price and terms of payment

10.5 Conference with Labor Negotiators, Employee Organization: AREA (Alum Rock Educators Association); District Negotiators: (1) German Cerda, Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Teresa DeCelles, Assistant Superintendent, Business.

10.6 Public Employee Performance Evaluation (Gov. Code Section 54957): Superintendent.

10.7 Public Employee Discipline/Dismissal/Release/Non-Reelection (Government Code Section 54957).

11. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

11.1 Report of Action Taken in Closed Session

12. FUTURE BOARD AGENDA REQUESTS

12.1 Requests from the Board of Trustees and/or from the Public. Requests shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue. BB 9322

13. ADJOURNMENT

13.1 President adjourns the meeting.

14. Next Meeting (s)

14.1 March 13, 2025 (2024-2025 School Year)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

5.1

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: February 14, 2025

Subject **Approve Amendment No. 2 with Sixth Dimension for additional Construction Management Services in connection to the LUCHA Play Structure and Additional Scope of Work for the Painter Elementary/Sheppard Middle School Merger (Bid #B2223-Bonds29).**

Staff Analysis: On March 9, 2023 the Board of Trustees approved the contract agreement with Sixth Dimension for Construction Management Services of various projects Districtwide which included the installation of a play structure at LUCHA. On May 9, 2024 the Board approved Addendum No. 1 to include the fencing projects at Painter Elementary and Sheppard Middle School. Work on the LUCHA play structure and the fencing project were paused in anticipation of the Boards action as to which schools would close and which would be consolidated.

At the December 2, 2024 Special Board Meeting the Board acted to consolidate Painter Elementary and Sheppard Middle School, along with LUCHA and San Antonio Elementary. In order to accomplish the consolidation and merger goals for Painter/Sheppard, Construction Management Services are needed to oversee the additional scope of work: added fencing to accommodate pedestrian traffic between the two sites, added fencing to prevent lower-grade TK-2 students from accessing the Sheppard backfield, replacement of fencing behind the cafeteria, replacement of drinking fountains, resurfacing and restriping of Sheppard parking lot, refurbishment of girls' and boys' bathrooms at both Painter and Sheppard, and the addition of temporary bathrooms at both sites. CM Services are also necessary for the revival of the LUCHA play structure.

In order for Six Dimension to continue working with the design and construction teams for these projects, the staff is requesting the term of this agreement extended to December 31, 2025.

Item	Amount
Original Contract Amount	$136,814.00
Amendment No. 1	$132,373.00
Amendment No. 2	$272,592.00
New Contract Total	**$541,779.00**

Recommendation: Staff recommends the Board of Trustees approve Addendum No. 2 in the amount of $272,592 dollars with Sixth Dimension and extend the term of the agreement to December 31, 2025.

Prepared by: Marc Freitas Title: Chief Bonds Officer

Approved by: Teresa DeCelles TD Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: February 27, 2025

Regular Board Meeting

Recommended Approval

5.1
Agenda Placement

German Cerda PT
German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Docusign Envelope ID: B2761BCB-5376-4675-B34F-BD8BCF8FC398

AMENDMENT NO. 2 to:

INDEPENDENT CONSULTANT AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Amendment No. 2 ("Amendment") amends the Independent Consultant Agreement for Construction Management Services ("Agreement"), which was entered into by and between the Alum Rock Union School District ("District") and Sixth Dimension ("Consultant") (together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement effective as of March 9, 2023 in order for Consultant to provide Construction Management Services ("Services"); and

WHEREAS, the Parties now desire to amend and supplement the Agreement to extend the term of the Agreement to December 31, 2025 and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to Agreement.

Section #1 (Services), Section #2 (Term), and Section #4 (Compensation) of the Agreement hereby amended to include as follows:

Construction Management Services would include the oversite of the following work at Painter Elementary/Sheppard Middle School: additional fencing to accommodate pedestrian traffic between the two sites, fencing to prevent lower-grade TK-2 students from accessing the Sheppard backfield, replacement of fencing behind the cafeteria to cover garbage bins, replacement of drinking fountains, resurfacing and restriping of Sheppard parking lot, refurbishment of girls' and boys' bathrooms at both Painter and Sheppard, and the addition of temporary bathrooms at both school sites. Along with CM oversite for the installation of the LUCHA play structure.

In order for Six Dimension to continue working with the design and construction teams on these two projects, the term of this agreement is being extended till December 31, 2025.

Original Contract Amount	$136,814.00
Amendment No. 1	$132,373.00
Amendment No. 2	$272,592.00
New Contract Total	$541,779.00

2. Provisions of the Agreement Reaffirmed.

All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 2 and any provision of the Agreement, relating to Consultant's compensation or scope of Services, the provisions of this Amendment No. 2 shall control.

Docusign Envelope ID: B2761BCB-5376-4675-B34F-BD8BCF8FC398

IN WITNESS WHEREOF, the Parties hereto have accepted and agreed to this Amendment No. 2 on the dates indicated below.

Dated: _____, 2025

Alum Rock Union School District

By: _____

Print Name: _____

Print Title: _____

Dated: 2/18/2025, 2025

Sixth Dimension PMCM, Inc.

By: DocuSigned by: Karl Schultz 9836AA5A992B492...

Print Name: Karl Schultz

Print Title: President

6D PMCM
888-674-4660
2121 N. California Blvd., Suite 290
Walnut Creek, CA 94596
CA# 1111440

February 14, 2025

Mr. Marc Freitas, Director Bonds, Facilities, and Lease
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Dear Mr. Freitas,

Subject: ARUSD – Amendment 2 - Fee and Staffing Proposal for BD2223-Bonds29 PO238039/248010 – Play Structure(s) at LUCHA, Bathroom work, and Paving/Stripping, at Painter/Sheppard

Pursuant to communications with District staff regarding status of projects anticipated for construction, we have prepared an updated staffing plan and fee proposal to address the schedule and scope changes for the play structures at L.U.C.H.A. scheduled for immediate rebidding. In a separate but parallel effort amendment 2 staffing and fee proposal for construction management services also includes new bathrooms, paving and stripping, completion of fencing projects at Painter/Sheppard and DSA closeout.

The amended schedule, scope, and fee required to complete this work is in the amount of $272,592 for a total amount of $541,779 (including Amendment #1 in the amount of $132,373, Board approved May 9, 2024) and anticipates all work being completed by December 31, 2025.

Our staffing plan with adjusted fee proposal for this endeavor is attached for your review and consideration. Our team remains committed to ensuring continued success of the District's program and projects.

Please do not hesitate to contact me if there are any questions.

Sixth Dimension|6DPMCM

Dolores A. Montenegro
Vice President/Project Director

ALUM ROCK UNION SCHOOL DISTRICT - STAFFING PLAN - AMENDMENT 2 RFP No. 2223-Bonds29

PLAY STRUCTURES L.U.C.H.A. BATHROOMS, PAVING, FENCING (SHEPPARD & PAINTER) DSA CLOSEOUT

Schedule Activity	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25			
Bid Package Development													
Procurement													
Construction / DSA Closeout													
Position	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**	**Jul-25**	**Aug-25**	**Sep-25**	**Oct-25**	**Nov-25**	**Dec-25**	**Total Hours**	**Rate**	**Total**
Principal -in-Charge													
Project Director	6	6	6	8	8	8	8	6	6	6	68	$244	$16,592
Construction Manager	120	120	120	160	160	160	160	120	80	80	1,280	$200	$256,000
Estimating													
Constructability Review													
Estimating (Saylor)													
Reimbursables													
Total	**$25,464**	**$25,464**	**$25,464**	**$33,952**	**$33,952**	**$33,952**	**$33,952**	**$25,464**	**$17,464**	**$17,464**	**1,348**		**$272,592**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

5.2

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: February 19, 2025

Subject: **Architectural Services for Exterior Painting of Thirteen (13) School Sites**

Staff Analysis: Request for Proposals was solicited from the District Pool of Architects for design services associated with the exterior painting of buildings at the following thirteen (13) school sites: Painter Elementary, Sheppard Middle School, San Antonio Elementary, LUCHA Elementary, McCollam Elementary, Linda Vista Elementary, Lyndale Elementary, Russo/McEntee Elementary, Ryan Elementary, Ocala Middle School, Hubbard Elementary, Aptitud Academy, and Renaissance Academy at Mathson.

The scope of work includes design, drawing and specifications and assistance with color selection which will be determined by school site committees.

The District received one (1) bid/proposal from the following firm:

Firm Name:	Bid/Proposal Amount:
Finney Architects	$129,696.00

Recommendation: Staff recommends the Board of Trustees approve the proposal and award a contract to Finney Architects in the amount of $129,696 dollars for Architectural Services associated with the exterior painting of thirteen District school sites.

Prepared by: Marc Freitas Title: Chief Bonds Officer

Approved by: Teresa DeCelles TD Title: Assistant Superintendent of Business Services

To the Board of Trustees: Meeting: February 27, 2025

Recommended Approval

Regular Board Meeting

5.2
Agenda Placement

German Cerda (pf)
German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

FINNEY
ARCHITECTS

Campbell Office
2155 So. Bascom Ave., Suite 250
Campbell, CA 95008-3279

Central Coast Office
380 Pacific Street
San Luis Obispo, CA 93401

Sacramento Office
641 Fulton Avenue, Suite 212
Sacramento, CA 95825

E-mail: mark@finneyarchitects.com
Website: www.finneyarchitects.com
408.398.1450

February 18, 2025

Ms. Maria Martinez
Bonds Director
2930 Gy Avenue
San Jose, CA 95127

Subject: **Architectural Fee Proposal for**
Exterior Painting of Buildings (13) District School Sites
Finney Architects Project Numbers #25021 thru 25033
Alum Rock Union Elementary School District

Dear Ms. Martinez:

We are pleased to provide a written proposal for Architectural services for your consideration. The following best describes services that we will provide once you have accepted this proposal:

SCOPE OF WORK

Provide architectural design services, as needed, for the exterior painting to the existing Aptitud Academy, LUCHA, Linda Vista, Lyndale, McCollam, Painter, Russo/McEntee, Ryan, San Antonio, Ocala, Renaissance at Mathson, Sheppard and Hubbard schools.

The scope of work includes design, drawing and specifications and assistance for selecting colors including a color board if requested. This project will not need to be submitted or reviewed by the DSA as this falls under IRA-22 maintenance project.

This proposal does not include the fees for a topographic survey, soils report, boundary surveys, underground utility survey, street or public improvements, staking, compaction, and material testing, SWPPP and underground locating service and other items normally provided by the owner. This proposal does not include any specialty engineering other than what is listed above.

BASIC COMPENSATION

We propose a fixed fee of $129,696.

Should the District require printing costs for miscellaneous printing, we anticipate a reimbursable fee of 10% over the actual cost for printing as reimbursement not to exceed $200. The total PO should be $129,896.

Finney Architects, Inc. does not charge for travel.

Principal
Mark C. Finney

Associate
Donald Barry

Project Directors
Mike Bowers
Linda Mao

Project Architects
Jackie Barbé
John Tischler
Brendan Kelly

Project Manager
Norma Jackson

Senior Designer
Jocelyn Martinez

Project Close-out Specialist
Michael Kaluzhinsky

FINNEY
ARCHITECTS

Campbell Office
2155 So. Bascom Ave., Suite 250
Campbell, CA 95008-3279

Central Coast Office
380 Pacific Street
San Luis Obispo, CA 93401

Sacramento Office
641 Fulton Avenue, Suite 212
Sacramento, CA 95825

E-mail: mark@finneyarchitects.com
Website: www.finneyarchitects.com
408.398.1450

The following is the Payment Schedule:

Schematic and Design Development (SD/DD)	25% of the fee
Construction Documents (CD)	45% of the fee
Bid and Award (BA)	5% of the fee
Construction Administration (CA)	25% of the fee

Finney Architects' Hourly Rate is as follows:

Principal	$ 220.00 / hr
Project Architect/Project Manager	$ 210.00 / hr
Job Captain Manager	$ 180.00 / hr
Draftsperson	$ 155.00 / hr
DSA Close-out	$ 110.00 / hr
Clerical	$ 90.00 / hr

ADDITIONAL SERVICES

Services beyond Basic Service described above will be invoiced based upon an hourly rate as accepted and approved by the District staff prior to work requested by the District staff. Hourly rates would only be used with the District's written approval.

TIMELINE

We will commence Friday, February 28, 2025 and expect it to be completed July 31, 2025.

We are available to proceed immediately on this project, upon your approval of this proposal.

Please do not hesitate to contact us for any issues that are not clearly identified.

Again, thank you for allowing us to provide a proposal for this project. We look forward to working with you again.

Sincerely yours,
Finney Architects, Inc.



Mark C. Finney, President
Architect
C-24673

Principal
Mark C. Finney

Associate
Donald Barry

Project Directors
Mike Bowers
Linda Mao

Project Architects
Jackie Barbé
John Tischler
Brendan Kelly

Project Manager
Norma Jackson

Senior Designer
Jocelyn Martinez

Project Close-out Specialist
Michael Kaluzhinsky

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

6.1

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **February 27, 2025**

Subject: **Approve Updated Job Descriptions - Child Nutrition Services**

Staff Analysis: In order to support the Child Nutrition Services Department's commitment to enhancing our meal service program, Child Nutrition Assitant (CNA) I and II job descriptions have been updated to reflect the current work performed at ARUSD. These changes ensure clear expectations, reinforce food safety and operational standards, and align with our shift toward Farm-to-School initiatives, scratch cooking, and student engagement. In addition, introducing the new Job Description of the CNA III classification allows for site-based decision-making, on-site training, and leadership to support student engagement. These changes will streamline site-level leadership and decrease management roles by shifting into Teamster positions, creating growth opportunities for staff while maintaining efficiency in operations and ensuring meals meet regulations and student preferences.

Recommendation: **Staff recommends the Board of Trustees approve the updated Job descriptions.**

Submitted by: Cesar Torrico CT Title: Asst. Superintendent, Human Resources

Approved by: Cesar Torrico Title: Asst. Superintendent, Human Resources

To the Board of Trustees:

Recommend Approval

6.1
Agenda Placement

Meeting: February 27, 2025
Regular Board Meeting

German Cerda (RT)
German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Child Nutrition Assistant I

Job Summary

Under the supervision of the Child Nutrition Services management team, assists Child Nutrition Assistant II and III in food preparation, service, and maintenance of a safe food production environment. Responsible for preparing, assembling, packing, reheating, and cooking food items, preparing salad bars, setting up service lines, serving meals, and performing essential food safety duties. Must keep necessary food safety recordkeeping and provide excellent customer service while ensuring district, county, federal, and state program regulations.

Essential Functions

1. Food Preparation Assisting and Service
    - Preparing, reheating, scratch cooking, and/or baking diverse food items as menued to meet federal regulations, offer vs serve service, and salad bar choices.
    - Prepare and set up complex salad bar items as menued.
    - Package, assemble, and support the production of meals, ensuring compliance with portion sizes, recipes, and menu specifications.
    - Set up, stock, food preparation, and serving areas to be presentable and ready for service.
    - Follow menu specifications, recipes, portion sizes, and Offer vs Serve procedures.
    - Transfer food between preparation, serving, and storage areas.
2. Temperature, Quality Control, and Maintenance of food service facility
    - Take and record food temperatures.
    - Maintain temperature logs for equipment, sanitizing, food production, and food transport.
    - Ensure compliance with food safety standards and HACCP guidelines.
    - Operate and clean various kitchen equipment.
    - Maintain cleanliness and sanitizing including but not limited to dishes, counters, equipment, salad bar, goodie box cart, and food preparation area.
    - Properly handle and store kitchen utensils and motor-operated equipment.
3. Inventory and Record Keeping
    - Receive, label, rotate, store, and inventory food, paper, chemical, and supply items according to First-In and First-Out product rotation principles.
    - Perform cashiering duties when assigned, such as a la cart sales, adult meals, and Point-of-Sale (POS) requirements.
    - Record meal sales and process meal payments.
4. Interpersonal Responsibilities
    - Establish positive relations with students, school administration, parents, and community.
    - Provide exceptional customer service to students by engaging with them professionally during meal service and upholding strict adherence to food safety protocols.
5. Perform other related work as required

Employment Standards

Knowledge Requirements

- Large-quantity food service methods and equipment;
- Kitchen safety and sanitary County and FDA food code practices;
- Proper personal hygiene;
- Oral and written communication skills;
- Basic arithmetic and reading skills;
- Customer service and public relations skills; and
- Critical thinking and problem-solving abilities.

Skills and Abilities

- Follow oral and written instructions;
- Establish cooperative working relationships;
- Meet food code standards;
- Operate kitchen utensils and motor-operated equipment and
- Excellent customer service orientation.

Physical Demands

- Stand or walk for extended periods;
- Manual dexterity for equipment operation;
- Reaching overhead and horizontally;
- Bending, kneeling, and crouching;
- Lift/Push/Pull up to 25 pounds continuously;
- Lift medium to heavy objects up to 50 pounds frequently with support;
- Perform repetitive motions and
- Work in varying kitchen temperatures.

Work Environment

- Fast-paced, team-oriented school cafeteria and food service areas; and
- Exposure to varying temperatures, cleaning agents, and kitchen equipment.

Minimum Qualifications

- One year of experience in quantity food preparation;
- Experience in cooking and/or baking a wide variety of food items;
- Alternatively, a combination of education and practical experience demonstrates the development of the required knowledge and abilities and
- Valid Food Handlers Certification

Additional Information

- Work Year: 9.5 or 12 months (as determined by district needs)
- Salary Range: Classified position (Range 6)
- Bargaining Unit: Teamsters

Note: This job description is subject to modification based on district needs and operational requirements.

Child Nutrition Assistant II

Job Summary

Under the supervision of the Child Nutrition Services management team, serves as a key support to the Child Nutrition Assistant III, responsible for overseeing and supporting food preparation cooking, and service of meals, and ensuring compliance with food safety regulations. Plays a critical role in managing kitchen operations, supporting staff, and maintaining high standards of food quality, presentation, and safety while ensuring district, county, federal, and state program regulations and driving increased meal participation. Child Nutrition Assistant II should be able to perform all Child Nutrition Assistant I duties.

Essential Functions

1. Leadership and Support
   - Provide direct support, training, and guidance to Child Nutrition Assistant I, substitutes, interns, volunteers, and other staff members.
   - Direct and train student assistants.
   - Ensure staff adherence to established food preparation and service protocols.
   - Support Child Nutrition Assistant III in kitchen operational needs, including but not limited to ordering, ensuring reimbursable meal service, engagement of students, end-of-day reporting, and maintenance of kitchen facility.
2. Food Preparation and Service Support
   - Prepare the food service facility to ensure compliance with federal food preparation and service regulations.
   - Assist with meal packaging, assembly, and production while ensuring adherence to portion sizes, recipes, and menu specifications.
   - Assist and support in preparing, reheating, scratch cooking, and/or baking diverse food items to meet federal regulations, offer vs serve service, and salad bar complex food items.
   - Guide and assist staff in portion control, food presentation, menu specifications, and meal monitoring to ensure compliance.
3. Food Safety and Regulatory Compliance
   - Implement and monitor food safety standards and HACCP guidelines.
   - Conduct temperature checks and maintain comprehensive temperature logs.
   - Verify proper food handling and storage procedures.
   - Monitor equipment functionality and food preparation conditions.
   - Monitor, inspect, report, and secure unsafe conditions, including, but not limited to, improperly functioning equipment, inadequate refrigeration, water/dish machine temperature issues, facility maintenance concerns, and evidence of pest infestation.
   - Maintain and adhere to cleaning and sanitizing protocols, including but not limited to dishes, counters, equipment, the salad bar, goodie box and cart, and food preparation areas.
4. Inventory and Administrative Responsibilities

- Manage food and supply inventory, receive, label, rotate, store, and inventory food, paper, chemical, and supply items according to First-In and First-Out product rotation principals and HACCP protocols.
- Assist in receiving and documenting food deliveries by following district procedures and regulations.
- Operate and support the Point-of-Sale (POS) system and additional cashiering duties as assigned.
- Collect and record meal payments.
- Track and record meal types (paid, free, reduced).
- Compute food quantities required by menus.
- Operate Point-of-sales, production records, and inventory platforms.
- Maintain accurate record-keeping and data entry.

5. Customer Service and Interpersonal Relations
   - Establish positive relations with students, school administration, parents, and community.
   - Provide exceptional customer service to students by engaging with them professionally during meal service and upholding strict adherence to food safety protocols.
   - Support in conducting taste tests, gathering student feedback through surveys, and analyzing data to optimize menu offerings.
6. Perform other related duties as assigned.

Employment Standards

Knowledge Requirements

- Advanced understanding of:
  - Large-quantity food service methods and equipment;
  - Health and safety regulations for food service facilities;
  - Oral and written communication skills;
  - Food preparation, service, and storage protocols;
  - Customer service and public relations skills;
  - Sanitation and safety practices, and
  - Computer skills.
- Proficient in:
  - Basic arithmetic and reading skills;
  - Critical thinking and problem-solving;
  - Foodservice record keeping and
  - Basic computer platforms.

Skills and Abilities

- Operate standard and specialized food service equipment;
- Interpersonal and communication skills;
- Demonstrate manual dexterity in handling kitchen equipment;
- Establish cooperative working relationships;

- Comply with food safety and sanitation standards;
- Compute and manage food quantities effectively;
- Follow and communicate oral and written instructions;
- Train Child Nutrition Assistant I and substitutes and
- Manage kitchen operations independently.

Physical Demands

- Stand or walk for extended periods;
- Manual dexterity for equipment operation;
- Reaching overhead and horizontally;
- Bending, kneeling, and crouching;
- Lift/Push/Pull up to 25 pounds continuously;
- Lift medium to heavy objects up to 50 pounds frequently with support;
- Perform repetitive motions and
- Work in varying kitchen temperatures.

Work Environment

- Fast-paced, team-oriented school cafeteria and food service areas and
- Exposure to varying temperatures, cleaning agents, and kitchen equipment.

Minimum Qualifications

- Two years of quantity food preparation experience;
- Cooking and baking experience with diverse food items;
- Proficient in utilizing school food service data processing software;
- Alternatively, a combination of education and practical experience demonstrates the development of the required knowledge and abilities and
- Valid ServSafe Manager Certification or equivalent.

Additional Information

- Work Year: 9.5 or 12 months (as determined by district needs)
- Salary Range: Classified position (Range 8)
- Bargaining Unit: Teamsters

Note: This job description is subject to modification based on district needs and operational requirements.

Child Nutrition Assistant III

Job Summary

Under the supervision of the Child Nutrition Services Management Team, oversees advanced kitchen operations and plays a key leadership role in training staff, ensuring compliance with federal and food safety regulations, enhancing student engagement through exceptional service, and performing routine food service operations such as ordering, receiving, food storage, food preparation, and serving of reimbursable meals. Responsible for supporting menu development, maintaining a positive cafeteria environment, and driving increased meal participation. Child Nutrition Assistant III should be able to perform all duties of Child Nutrition Assistant I and Child Nutrition Assistant II.

Essential Functions

1. Leadership, Training, and Staff Development
    - Coordinate and provide training and guidance to Child Nutrition Assistants I and II, substitutes, interns, volunteers, and other staff members to meet all federal, state, and district food safety regulations and ensure compliance, consistency, and quality assurance in all food production standards.
    - Train and support kitchen staff to deliver exceptional customer service and foster a welcoming student environment.
    - Ensure staff adherence to established food preparation and service protocols.
    - Collaborate with Child Nutrition Assistant II and the on-site kitchen team to execute menu recipes and service plans effectively.
    - Monitor kitchen activities and step in to resolve issues or provide additional support as needed.
    - Organize tasks, meet schedules and deadlines, and foster positive communication with school stakeholders and department staff.
    - Attend meetings and complete training for regulations, food safety, menus, and student engagement opportunities.

2. Operational and Menu Support
    - Partner with direct supervisors and the CNS Coordinator to develop school menus that meet nutritional guidelines and reflect student preferences.
    - Coordinate and prepare the appropriate quantity of food items for production, assembly, cooking, and baking, maintaining high food quality standards.
    - Forecast and plan effectively to ensure accurate ordering of food and supplies required for kitchen operations.
    - Coordinate and place orders for appropriate quantities of food and supplies with multiple vendors.
    - Coordinate and maintain kitchen food and supply inventory.
    - Direct and assist team to package, assemble, and complete production of meals, ensuring compliance with portion sizes, recipes, and menu specifications.

3. Food Preparation and Service Support
    - Prepare, cook, and bake skillfully and set up food for service to students and staff according to established procedures.
    - Prepare the food service facility to ensure compliance with federal food preparation and service regulations.
    - Assist and support in preparing, reheating, scratch cooking, and/or baking diverse food items to meet federal regulations, offer vs serve service, and salad bar complex food items.
    - Guide and assist staff in portion control, food presentation, menu specifications, and meal monitoring to ensure compliance.
4. Student Engagement and Customer Service
    - Engage with students and school staff to foster positive relationships and encourage meal participation.
    - Conduct and lead taste tests, gather student feedback through surveys, and analyze data to optimize menu offerings.
    - Create student engagement opportunities, such as organizing giveaways, birthday celebrations, cultural events, and other activities that promote participation.
    - Promote new recipes, salad bar options, and school menu offerings to students and school staff, incorporating nutrition education to encourage increased meal participation.
5. Food Safety and Quality Assurance
    - Oversee and ensure compliance with HACCP guidelines and food safety standards during all food preparation, service activities, and cleaning and sanitization of all work areas.
    - Maintain and adhere to cleaning and sanitizing protocols, including but not limited to dishes, counters, equipment, the salad bar, goodie box and cart, and food preparation areas.
    - Ensure food quality and presentation comply with district and federal standards, serving appropriate portions promptly.
    - Maintain an efficient, organized, safe, and clean kitchen, storage areas, and office spaces.
    - Monitor, inspect, report, and secure unsafe conditions, including, but not limited to, improperly functioning equipment, inadequate refrigeration, water/dish machine temperature issues, facility maintenance concerns, and evidence of pest infestation.
    - Responsible for picking up and delivering food to meet school site meal service needs while ensuring compliance with Bill 1383 and all relevant county, state, and federal regulations.
6. Administrative Responsibilities
    - Maintain required records for food items, temperatures, inventory, menu production, meal counts, sales, and other assigned activities; prepare and submit routine food service reports.
    - Manage food and supply inventory, receive, label, rotate, store, and inventory food, paper, chemical, and supply items according to First-In and First-Out product rotation principals and HACCP protocols.

- Assist in receiving and documenting food deliveries by following district procedures and regulations.
- Perform cashiering duties, including, but not limited to, point-of-sales (POS) procedures, adult sales, a la cart sales, and other meal service duties.
- Operate a computer and related food service software to manage production records, menu orders, end-of-day sales, point-of-sale transactions, cash handling, and ensure accurate data collection and record-keeping.

7. Perform other related duties as assigned.

Employment Standards

Knowledge Requirements

- Advanced understanding of:
  - Large-quantity food service methods and equipment;
  - Health and safety regulations for food service facilities;
  - Oral and written communication skills;
  - Food preparation, service, and storage protocols;
  - Sanitation and safety practices;
  - Excellent communication, customer service, and team leadership;
  - Foodservice data processing procedures;
  - Menu development and
  - Federal and state meal programs.
- Proficient in:
  - Arithmetic and reading skills;
  - Critical thinking and problem-solving;
  - Foodservice record keeping and
  - Basic computer platforms.

Skills and Abilities

- Demonstrated ability to lead and train diverse teams effectively;
- Strong interpersonal and communication skills;
- Proficiency in managing multiple tasks in a fast-paced environment;
- Operate standard and specialized quantity food service equipment;
- Demonstrate manual dexterity in handling kitchen equipment;
- Establish cooperative working relationships;
- Comply with food safety and sanitation standards;
- Compute and manage food quantities effectively;
- Follow and communicate oral and written instructions and
- Manage kitchen operations independently.

Physical Demands

- Stand or walk for extended periods;
- Manual dexterity for equipment operation;

- Reaching overhead and horizontally;
- Bending, kneeling, and crouching;
- Lift/Push/Pull up to 25 pounds continuously;
- Lift medium to heavy objects up to 50 pounds frequently with support;
- Perform repetitive motions and
- Work in varying kitchen temperatures.

Work Environment

- Fast-paced, team-oriented school cafeteria and food service areas and
- Exposure to varying temperatures, cleaning agents, and kitchen equipment.

Minimum Qualifications

- Five years of quantity food preparation experience;
- Cooking and baking experience with diverse food items;
- Experience in training and leading staff;
- Proficient in utilizing school food service data processing software;
- Alternatively, a combination of education and practical experience demonstrates the development of the required knowledge and abilities and
- Valid ServSafe Manager Certification or equivalent.

Additional Information

- Work Year: 9.5 or 12 months (as determined by district needs).
- Salary Range: Classified position (Range 10).
- Bargaining Unit: Teamsters.

Note: This job description is subject to modification based on district needs and operational requirements.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

6.2

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approval of District Memorandum of Understanding with Teamsters Local 150**

Staff Analysis:

The District and Teamsters Local 150 reached the attached Memorandum of Understanding regarding CNA Positions.

Recommendation:

The District Administration is recommending that the Board of Trustees approve the Memorandum of Understanding.

Submitted by: Cesar Torrico CT Title Assistant Superintendent, Human Resources
Approved by: Cesar Torrico Title Assistant Superintendent, Human Resources

To the Board of Trustees:
Recommend Approval

Meeting: February 27, 2025
Regular Board Meeting

6.2
Agenda Placement

German Cerda
German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled _____

Alum Rock Union Elementary School District (District)
And
TEAMSTERS LOCAL 150

MEMORANDUM OF UNDERSTANDING CNA 1, 2 AND 3 POSITIONS

Any CNA 1 or 2 employee who wishes to transfer to a CNA 2 or CNA 3 position shall have the right to submit a request in writing to the district. The contract language in Article 8.1.7.1 regarding transfers shall be used.

The District shall post the sites and number of hours for the CNA 3 positions. Members will be able to specify which positions they are requesting to transfer into. The criteria for transfers in Article 8.1.7.1 shall be followed.

The District will have the following CNA 3 positions available for the 25-26 school year.

Middle School sites (3) will be 7-hour positions.

TK-8th grade sites (1) will be a 6.5-hour position and (1) will be a 7-hour position.

Elementary School sites TK-5 (8) will be 6-hour positions.

CNA 1 and CNA 2 employees who are given layoff notices during the 2024-2025 school year will also receive a notice informing them of their right to request a transfer for open positions in the 2025-2026 school year.

ARUSD Negotiating Team

Cesar Torrico

Denisse Mendez

Teamsters Negotiating Team

Rocio Richards

Trevor Emmett

Erika Banzon

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

6.3

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **February 27, 2025**

Subject: **Resignations (Information Only)**

Staff Analysis: Pursuant to Board Policy 4117.2 the Superintendent or designee has accepted the following resignations.

Submitted by: Cesar Torrico CT Title: Asst. Superintendent, Human Resources

Approved by: Cesar Torrico Title: Asst. Superintendent, Human Resources

To the Board of Trustees: Meeting: February 27, 2025
Regular Board Meeting

Recommend Approval

6.3
Agenda Placement

German Cerda GC
German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

February 27, 2025

CERTIFICATED RESIGNATIONS:

I. Resignation:

1. Basu, Kasturi	Principal/Lyndale Elementary	06/30/2025
2. Dibble, Steven	Core/Sheppard Middle School	06/07/2025
3. DiPiazza, Joshua	Social Studies/Renaissance Academy II	06/06/2025
4. Hinsch, Lauren	TOSA/Renaissance Academy I	06/06/2025
5. Hodges, Dean	SDC/Dorsa Elementary	06/06/2025
6. Nguyen, Steven	School Psychologist/Special Education Dept.	06/06/2025
7. Surber, Robinson	Core/Hubbard Media Arts Academy	06/30/2025
8. Sylvester, Jasmin	Assistant Principal/Aptitud Academy	03/07/2025
9. Walters, Melissa	Core/George Middle School	06/06/2025

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

7.1

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **February 19 , 2025**

Subject: **School Sponsored Field Trip List**

Staff Analysis: Student field trips are an important component of the educational program. Field trips supplement and enrich classroom learning experiences and provide opportunities for students to relate their new learning to the outside world.

Recommendation: Staff recommends approval of out-of-county and overnight school sponsored field trips.

Submitted by: Dr. Kiela Jimenez Title: Director of State and Federal Programs

Approved by: Sandra Garcia Title: Asst. Superintendent, Instructional Services

To the Board of Trustees: Meeting: **February 27, 2025**
Regular Board Meeting

Approval

7.1
Agenda Placement

German Cerda
German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District

Field Trip Information Sheet

Overnight Field Trips are in BOLD **Field Trips for Board Approval: February 27, 2025**

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Ocala	Fresno State Higher Education Day	Fresno	3/1/2025	6th-8th	2	060-3010-0-5720-00-1110-1000-000000-260-5001 060-9010-0-5808-00-1110-1000-000000-260-5001	College Awareness- Students will tour the campus and learn about the university's courses, campus, and athletic programs.
San Antonio	The Exploratorium	San Francisco	04/23/2025	4th	2	060-3010-0-5835-00-1110-1000-000000-240-1190	Explore, engage, and learn about science inquiry investigations.
Lyndale	**YMCA Camp Campbell**	**Boulder Creek**	**03/18/25 – 03/21/25**	**5th**	**1**	**060-3010-0-5835-00-1110-1000-000000-030-1190**	**Students will learn about the ecosystem of the Redwood forest in a hands-on manner and learn to care for nature.**
Russo/McEntee	Don Edwards Wildlife Refuge	Fremont	03/18/2025	2nd	2	060-9010-0-5835-00-1100-1000-000000-320-2320	Learn about the importance of pollinators and flowers in our local salt march ecosystem in the San Francisco Bay.
Painter	Monterey Bay Aquarium	Monterey	05/21/2025	1st	3	060-9010-0-5835-00-1110-1000-000000-160-2127	Conduct science notebook entries and observe subjects that we learned in class and hands-on.
Dorsa	**Walden West Outdoor School**	**Saratoga**	**03/18/2025 – 03/21/2025**	**5th**	**3**	**060-3010-05735-00-1110-1000-000000-150-1190**	**Students can learn the natural sciences, sustainability, and environmental stewardship in a setting that encourages personal growth, emotional maturity, and respect for others.**
Adelante II	San Leandro High School	San Leandro	03/29/2025	6th/7th/8th		N/A	Girls Wrestling team will participate in state and state championship tournament

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

9.1

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 13, 2025

Subject: **Acceptance of Grant/Award Notification**

Staff Analysis: The District has received a grant/award as summarized on the attached sheet dated February 27, 2025.

Recommendation: Staff recommends acceptance of this grant/award.

Submitted by: Teresa DeCelles TD Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: February 27, 2025
Regular Board Meeting

Recommend Approval

9.1
Agenda Placement

German Cerda GC
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
February 27, 2025 Board Meeting

GRANT/AWARD NOTIFICATIONS

PROJECT NAME	PROJECT AMOUNT	FUNDING AGENCY	COMMENTS
California Farm to School Incubator Grant Program	$ 200,000.00	California Department of Food and Agriculture (CDFA)	Grant program will support and include Garden Gastronomy, Cultivating Diversity, Freshness and Learning in a Farm to School Experience by incorporating hands-on food education; Project to expand school gardens across the District, transforming the spaces into invaluable resources for students to access fresh produce and nutrition education; Districtwide; the term January 1, 2025 through December 31, 2026.

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

GRANT AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
24-0742-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:
   STATE AGENCY'S NAME
   CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
   RECIPIENT'S NAME
   ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2. The Agreement Term is: January 1, 2025 through December 31, 2026

3. The maximum amount of this Agreement is: $200,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Pages
Exhibit B: General Terms and Conditions	5 Pages
Exhibit C: Payment and Budget Provisions	2 Pages

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BY *(Authorized Signature)*	DATE SIGNED
✍	1/27/2025

PRINTED NAME AND TITLE OF PERSON SIGNING
Denisse Mendez, Director of Child Nutrition Services

ADDRESS
2930 Gay Avenue, San Jose, California 95127-2322

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

NM

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
   California Farm to School Incubator Grant Program

   Project Title: Garden Gastronomy: Cultivating Diversity, Freshness, and Learning in a Farm to School Experience

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Nicholas Anicich	Name:	Katrina Zhang
Division/Branch:	Inspection Service / Office of Farm to Fork	Organization:	Alum Rock Union Elementary School District
Address:	2399 Gateway Oaks Drive	Address:	2930 Gay Avenue
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	San Jose, CA 95127
Phone:	916-917-6736	Phone:	408-928-6908
Email Address:	nicholas.anicich@cdfa.ca.gov	Email Address:	katrina.zhang@arusd.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Rachel Beck	Name:	Katrina Zhang
Division/Branch:	Inspection Services / Office of Farm to Fork	Organization:	Alum Rock Union Elementary School District
Address:	2399 Gateway Oaks Drive	Address:	2930 Gay Avenue
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	San Jose, CA 95127
Phone:	916-516-2213	Phone:	408-928-6908
Email Address:	rachel.beck@cdfa.ca.gov	Email Address:	katrina.zhang@arusd.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. **Publicity and Acknowledgement**
The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. **News Releases/Public Conferences**
The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. **Scope of Work and Budget Changes**
Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. **Reporting Requirements**
The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. **California State Auditor**
This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. **Equipment**
Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. **Closeout**
The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. **Budget Contingency Clause**
If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

cdfa CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE | CDFA OFFICE OF FARM to FORK

ATTACHMENT A: SCOPE OF WORK

Granting Agency:	California Department of Food and Agriculture, Office of Farm to Fork (CDFA-F2F)
Grant Program:	2023-24 California Farm to School Incubator Grant Program
Funding Track:	Track 1: The California Farm to School TK-12 Procurement and Education Grant
Grantee Name:	**Alum Rock Union Elementary School District**
Award Amount:	**$200,000.00**

A. **Project Title:** Garden Gastronomy: Cultivating Diversity, Freshness, and Learning in a Farm to School Experience

B. **Project Summary:** Alum Rock Union Elementary School District (AUESD) will revolutionize food procurement by incorporating hands-on food education efforts along with sourcing locally sourced fresh produce and high-quality foods. This project will expand school gardens across the district, transforming the spaces into invaluable resources for students to access fresh produce and nutrition education.

C. **Previous Grant Program Recipient?** Yes
   1) **Grant agreement number:** 22-1743-000-SG
   2) **Description of how the new project supplements the previous one:** This project aims to deepen ARUESD's farm-to-school initiatives. This structured approach aims to solidify farm-to-school initiatives as a lasting component of the district's policy and procedure, ensuring a steady and sustainable integration of local produce into school meals. This project will transition ARUESD from a fixed menu to a seasonal one, ensuring a variety of in-season produce for students year-round. Additionally, the Bulk Milk request for proposal (RFP) will introduce local, organic milk, broadening support for local agriculture. Building on the initial school garden's success, ARUESD will construct a new garden at another site, increasing agricultural engagement opportunities for students. These steps aim to reinforce ARUESD's commitment to local, sustainable agriculture, enrich educational experiences, and promote healthy eating habits among students.

D. **Project Purpose/Need:** As a district, ARUESD takes pride in giving students access to meals at no cost for breakfast, lunch, and supper to help reduce food insecurities.

ARUESD services 50 percent of the student population for breakfast and 70 percent of students for lunch through the alternative Community Eligibility Program across the district. With the Farm to School grant, ARUESD's goal is to reduce its students' food insecurity gap by developing a menu that serves its diverse group of students, offering high-quality bulk milk, understanding the fundamentals of a garden, and increasing their access to local, diverse, and seasonal fruits and vegetables via a complex daily salad bar.

Central to ARUESD's project is the farm-to-school bid initiative, establishing a direct link between local farmers and the school district, to ensure a consistent supply of locally grown produce for students. ARUESD's vision is to offer a complex salad bar that gives students the opportunity to access a variety of fruits and vegetables and expand their taste buds to new and exciting produce. By sourcing fruits and vegetables locally, this will not only enhance the nutritional quality of school meals but also support the local agriculture economy, creating a sustainable loop of benefits for both students and the community at large, and reducing the food insecurity gap by increasing access to fresh produce.

Recognizing the importance of high-quality dairy in a balanced diet, ARUESD is also implementing a bulk milk program that delivers organic, locally sourced milk to its schools. This initiative ensures student access to nutritious, high-quality milk, free from additives and harmful chemicals, aligning with ARUESD's commitment to promoting healthy eating habits and sustainable farming practices that reduce the impact on the environment.

To bridge the educational gap in nutrition education, ARUESD will expand school gardens across its district and organize farm field trips. These hands-on experiences empower students to participate in food production, educating them on sustainability, the benefits of eating locally, and nutrition fundamentals. These experiences will foster an appreciation for food's origins and production processes, encouraging healthier eating choices and fostering a sense of environmental stewardship among young learners.

E. Project Goals & Work Plan:

PROJECT GOALS	PROJECT ACTIVITIES	TIMELINE	PERFORMED BY
1. Increase procurement of California grown or produced, whole or minimally processed food for incorporation into school meals	a. Implement the district's first farm-to-school RFP to purchase California-grown in-season fruits and vegetables b. Purchase in-season, whole fruits and vegetables and process in-house with Robot Coupe to offer a complex salad bar featuring homemade salad, homemade dressings, and slices of fruit.	Duration of the grant	Katrina Zhang

PROJECT GOALS	PROJECT ACTIVITIES	TIMELINE	PERFORMED BY
2. Increase procurement of whole or minimally processed food (for school meals) from small to midsize food producers in CA	a. Incorporate specific language in the farm-to-school RFP that intends to award the contract to a food hub that mainly works with small to midsize farmers.	Duration of the grant	Katrina Zhang
	b. Partner with Shared Plate Strategy to run price and budget analysis to identify produce items that are most impactful and accessible to shift purchasing to small to midsize farmers.	Jan - Feb 2025	Katrina Zhang
3. Increase procurement of whole or minimally processed food (for school meals) from veteran, socially disadvantaged, and/or limited-resource food producers in CA	a. Incorporate specific language in the farm-to-school RFP that intends to award the contract to a food hub that mainly works with veteran, socially disadvantaged, and limited-resource farmers. b. Identify veteran, socially disadvantaged, and limited-resource farmers from the established connection this school year and continue to purchase produce from these farmers.	Duration of the grant	Katrina Zhang
4. Increase procurement of whole or minimally processed food (for school meals) from food producers in CA that utilize climate smart agriculture practices or production systems.	a. Implement the district's first bulk milk program that intends to purchase organic bulk milk **ARUESD will purchase the bulk milk machine with CDFA Farm to School grant funds, but will use other funding to purchase the milk itself.*	Duration of the grant	Katrina Zhang
	b. Partner with Shared Plate Strategy to run price and budget analysis to identify produce items that are most impactful and accessible to shift to purchasing organic produce.	Jan - Feb 2025	Katrina Zhang
5. Increase opportunities for students to engage in hands-on food	a. Monthly taste test event to introduce complex salad bar items including homemade salad and dressings, and in-season fruits.	Duration of the grant	UCCE & Santa Clara County Public Health CalFresh

PROJECT GOALS	PROJECT ACTIVITIES	TIMELINE	PERFORMED BY
education that complements the school meal program's CA food procurement efforts.	b. Farm field trip to visit local farmers where ARUESD purchases salad bar items to provide education opportunities to students. c. Expand the school garden program to a new elementary site to spark students' enthusiasm for agriculture.		Healthy Living Program and teachers at Ryan Elementary School
6. Increase opportunities for students to engage in hands-on food education that is standards-aligned.	a. Ryan Elementary school team will create a Project Based Learning (PBL) curriculum to align with NGSS including various subjects on math, science, and writing.	Duration of the grant	UCCE & Santa Clara County Public Health CalFresh Healthy Living Program and teachers at Ryan Elementary School
7. Increase opportunities for students to engage in hands-on food education that is led by credentialed public school educators.	a. Incorporate garden in the classroom, where teachers combine the process of planting, growing, and harvesting produce with teaching math and science.	Duration of the grant during harvest seasons	
8. Increase opportunities for students to engage in hands-on food education that is culturally relevant.	a. Procure minimally processed, culturally relevant food items, scratch cook entree items such as guacamole, and banh mi sandwich, and serve authentic fruit such as jujube and Asian pear to celebrate cultural diversity within the district.	Duration of the grant	UCCE & Santa Clara County Public Health CalFresh Healthy Living Program and teachers at Ryan Elementary School

F. **Project Reporting, Invoicing, and Evaluation Requirements:** Please refer to the 2023-24 CA Farm to School Incubator Grant Invoicing & Reporting Timeline for due dates.

1) **Beginning Interview**
2) **Pre-Survey:** Submit a pre-survey to the CDFA at the beginning of the grant term to summarize and quantify pre-project farm to school activities.
3) **Regular Financial Invoicing:** Submit **monthly or quarterly** financial invoicing to the CDFA that: **(a)** documents actual allowable project costs incurred, as listed in

the approved budget (Attachment B), and **(b)** documents any program income earned as a result of the grant award during the grant duration. When invoicing for California grown or produced, whole or minimally processed food procurement costs, grant recipients must complete the CDFA food procurement worksheet.

i. **Payment Process:** This is a reimbursement grant program. The grant recipient will fund the project and submit monthly or quarterly invoices to the CDFA-F2F. The CDFA will reimburse allowable project costs upon approving each invoice. The grant agreement must be fully executed (signed by both parties) before project activities begin. Grant recipients are responsible for keeping all procurement records, invoices, and other related information on hand for auditing purposes.

ii. **IMPORTANT:** The CDFA reserves the right to withhold payment for projects that are not up to date with the filing of their pre-survey, quarterly check-ins, annual procurement check-ins, and final interview.

4) **Farm-Level Data:** If applicable, request farm-level data and velocity reports from distributors and make efforts to include farm-level data when completing the CDFA food procurement worksheets. The CDFA Farm to School Evaluation Team will provide support and additional guidance for these requests.

5) **Quarterly Check-in Surveys:** Submit quarterly check-in surveys to the CDFA summarizing project progress, successes, and challenges.

6) **Annual Procurement Check-in:** Submit data to the CDFA annually regarding California food procurement practices for the duration of the grant and the following year after the end of the project term.

7) **Final Interview:** Participate in a final interview with the CDFA after the grant term concludes to discuss project successes, challenges, and other relevant information.

8) **External Program Evaluation:** Participate in external evaluation activities conducted by a CDFA representative or external designee for this grant program.

G. **Budget:** See Attachment B: Budget

1) If project activities are included in this Scope of Work but not included in the Budget, they will be funded by the recipient and/or a 3rd party.

State of California
California Department of Food and Agriculture Office of Farm to Fork (CDFA-F2F)
2023-24 California Farm to School Incubator Grant Program

ATTACHMENT B: BUDGET

TRACK 1: THE CALIFORNIA FARM TO SCHOOL TK-12 PROCUREMENT AND EDUCATION GRANT

District/Organization Name:
Alum Rock Union Elementary School District

Project Award Amount:
$200,000.00

1 BUDGET CATEGORY 1: CA FOOD PROCUREMENT COSTS (no cap)

	Item	Spend $$ When	$$ Amount
1a	CA Food Procurement (school meals)	Duration of project	$80,000.00
1b	CA Food Procurement (student education)	N/A	$0.00
		Total CA Food Procurement Costs	***$80,000.00***
		Percent of Total Proposed Award Amount	***40.00%***

2 BUDGET CATEGORY 2: SCHOOL KITCHEN COSTS (no cap)

	Item	Spend $$ When	$$ Amount
2a	Supplies	Duration of project	$47,000.00
2b	Equipment	N/A	$0.00
2c	Infrastructure	N/A	$0.00
		Total Farm to School Kitchen Costs	***$47,000.00***
		Percent of Total Proposed Award Amount	***23.50%***

Category 2 Budget Narrative:

Supplies: 15 bulk milk dispensers to implement a district-wide bulk milk program.

3 BUDGET CATEGORY 3: HANDS ON FOOD EDUCATION COSTS (no cap)

	Item	Spend $$ When	$$ Amount
3a	Supplies	Duration of project	$21,000.00
3b	Equipment	N/A	$0.00
3c	Infrastructure	Duration of project	$25,000.00
		Total Farm to School Hands On Food Education Costs	***$46,000.00***
		Percent of Total Proposed Award Amount	***23.00%***

Category 3 Budget Narrative:

Supplies: School garden supplies and materials (shovels, irrigation materials, wood, shed, dirt, fences), Equipment rentals (drum roller and rototiller tractor) to lay out foundation and ground for garden beds.
Infrastructure: School garden construction (irrigation system, building of garden beds, fencing)

4 BUDGET CATEGORY 4: FARM TO SCHOOL STAFF/LABOR COSTS (no cap)

Salaries/Wages/Stipends:

	Staff Position(s)	Spend $$ When	$$ Amount
4a	Farm to School Project Staff	Duration of project	$10,000.00
	Salaries/Wages/Stipends Subtotal		$10,000.00

Fringe Benefits: these are calculated as a % of an individual's salary, wages, or stipend and should be determined according to your organization's established fringe benefits policy.

	Staff Position (can include staff name if known)	Spend $$ When	$$ Amount Required
4g	N/A	N/A	$0.00
	Fringe Benefits Subtotal		$0.00
	Total Farm to School Staff/Labor Costs (salaries/wages/stipends + fringe benefits)		***$10,000.00***
	Percent of Total Proposed Award Amount		***5.00%***

Category 4 Budget Narrative:

District Maintenance Workers: $66.54/hour, 150 hours between 4-5 staff to construct the garden beds, layout the foundation, fence the space, ensure ADA guidelines are met, install the irrigation system, and provide water access for a sustainable garden.

5 BUDGET CATEGORY 5: TRAVEL COSTS (no cap)

	Travel Type	Spend $$ When	$$ Amount
5a	N/A	N/A	$0.00
	Total Travel Costs		***$0.00***
	Percent of Total Proposed Award Amount		***0.00%***

Category 5 Budget Narrative:

N/A

6 BUDGET CATEGORY 6: CONTRACTUAL COSTS (no cap)

Please note that grant recipients distributing funds to contractors must ensure that contractors follow all allowable and unallowable cost parameters of this program as well as financial reporting requirements such as documenting how they used the funds.

	Contractor	Spend $$ When	$$ Amount
6a	Farm to School Project Contractor	Jan 2025 - Dec 2025	$10,000.00
	Total Contractual Costs		***$10,000.00***
	Percent of Total Proposed Award Amount		***5.00%***

Category 6 Budget Narrative:

Shared Plate Strategy will facilitate the launch of AUESD's inaugural farm-to-school and bulk milk Request for Proposals (RFPs).

7 BUDGET CATEGORY 7: OTHER COSTS (no cap)

Please note that grant recipients distributing mini grants must ensure that contractors follow all allowable and unallowable cost parameters of this program as well as financial reporting requirements such as documenting how they used the funds.

i.e. Registration fees (e.g. trainings), Stipends for project participants, Publication/printing costs, Mini grants

	Item	Spend $$ When	$$ Amount
7a	Farm to School Project Other Costs	Duration of project	$7,000.00
	Total Other Costs		***$7,000.00***

	Percent of Total Proposed Award Amount	*3.50%*

Category 7 Budget Narrative:

Farm field trips: bus and student fees

	TOTAL DIRECT COSTS	$200,000.00

8 BUDGET CATEGORY 8: INDIRECT COSTS (max. 30% of direct costs)

	Indirect Rate	Spend $$ When	$$ Amount
8a	0%	N/A	$0.00
		Total Indirect Costs	*$0.00*
		Percent of Direct Costs	*0.00%*

9		GRAND TOTAL	$200,000.00

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127

9.2

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools: Date: February 14, 2025

Subject: Resolution # 42-24/25 and Resolution # 43-24/25
California Uniform Public Cost Construction Accounting Act (CUPCCAA)

Staff Analysis: On February 14, 2019 the Board took action to approve Resolution #26-18/19 and Resolution #27-18/19 in order to facilitate the efficient use of limited maintenance, bonds, and capital funds available to the district. The Board elected to operate under Public Contract Code Section 22000 through 22045 and be subject to the Uniform Public Construction Cost Accounting Procedures. These procedures permit the district to annually advertise for contractors who wish to bid on district projects and to thereby develop a list of qualified bidders for the various trades for the following calendar year. By following these procedures, projects costing $75,000 or less can be performed by district employees, negotiated contract, or by purchase order; informal bidding processes may be used for projects between $75,000 and $220,000; and formal bidding is required for projects of more than $220,000.

Every five years, the Commission shall consider whether there have been material changes in public construction costs and make recommendations to the State Controller regarding adjustments to the bidding procedure monetary limits (PCC22020). Adjustments should be effective for the fiscal year that commences not less than 60 days following the State Controller's notification to all participating agencies.

Recommendation: Staff recommends the Board of Trustee approve the Resolutions as presented.

Prepared by: Minh Tang M.T. Title: Procurement Manager

Submitted by: Teresa DeCelles TD Title: Assistant Superintendent of Business Services

To the Board of Trustees: Meeting: February 27, 2025

Recommended Approval

9.2
Agenda Placement

German Cerda
German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 42-24/25
IN THE MATTER OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chap. 1054 Stats. 1983, which added Chapter 2 commencing with Section 22000 to Part 3 of division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies: and

WHEREAS, Public Contract Code Section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard; and

WHEREAS: the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contraction for construction of public projects; and

NOW THEREFORE, be it resolved that this Board of Trustees of the Alum Rock Union Elementary School District does hereby elects under Public Contract Code Section 22000 through 22045 to become subject to the Uniform Public Construction Cost Accounting Procedures set forth in the Act and the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time be amended.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, President _____
Andres Quintero, Vice-President _____
Minh Pham, Clerk _____
Corina Herrera-Loera, Member _____
Minh Nguyen, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on February 27, 2025.

_____ _____
German Cerda, Superintendent Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 43-24/25
IN THE MATTER OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

WHEREAS, the District has adopted the uniform public construction cost accounting procedures set forth in the Uniform Public Construction Cost Accounting Act (the "Act") set forth at California Public Contract Code Section 2000 et seq.;

WHEREAS, pursuant to the Act, if a public entity adopts the uniform public construction cost accounting procedures, such public agency may, in its discretion, adopt and implement the alternative bidding procedures and certain informal bidding procedures set forth in the Act commencing at California Public Contract Code Section 22000 through 22045 et seq.;

NOW THEREFORE, BE IT RESOLVED that the governing board of the ALUM ROCK UNION ELEMENTARY SCHOOL District hereby elects to become subject to the alternative bidding procedures set forth in the Act and hereby adopts the following informal bidding procedures:

Informal Bid Procedures

Public project, as defined in the Act, of Two Hundred Twenty Thousand Dollars ($220,000) or less may be let to contract by informal procedures as set forth in Section 22032 et seq., of the California Public Contract Code.

List of Contractors

A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the California Public Contract Code and criteria promulgated from time to time by the California Uniform Cost Accounting Commission. The list shall set forth the different categories of trade work that each listed contractor is qualified to perform on behalf of the District.

Notice Inviting Informal Bids

Where a public project is to be performed which is subject to the provisions of this policy, a notice inviting formal bids (which shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for submissions of bids) shall be mailed to (1) all contractors for the category of work to be bid, as shown on the list of contractors developed pursuant to this Resolution above, or (2) all construction trade journals specified by the California Uniform Cost Accounting Commission for SANTA CLARA
County in accordance with Section 22036 of the California Public Contract Code, or (3) both such contractors and such trade journals. The decision as to whom to mail notices of the bid pursuant to the preceding sentence shall be made at the discretion of the Assistant Superintendent, Business Services, All mailing of notices to the contractors and/or trade journals described above shall be completed not less than 14 calendar days prior to the date that bids are due. Additional contractors and/or construction trade journals may be notified at the discretion of the Assistant Superintendent, Business Services; provided that:

(1) If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent to the construction trade journals specified by the Commission and such other contractors and trade journals as the Assistant Superintendent, Business Services may determine; and

(2) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

Award of Contracts

The Superintendent is hereby authorized to award informal contracts pursuant to this policy. If the lowest bid submitted by a responsible/responsive bidder exceeds $220,000 but does not exceed $235,000 then the Board may nevertheless award the contract to such lowest responsible/responsive bidder if it determines, by 4/5ths vote, that the cost estimate of the public agency was reasonable according to Public Contract Code 22034 subd.

This Resolution shall take effect upon its adoption

PASSED AND ADOPTED this 27th day of February 2025.

_____ _____

Clerk of the Board Date

ATTEST:

_____ _____

German Cerda, Superintendent Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San Jose, CA 95127

9.3

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 44-24/25 Inventory Disposal**

Staff Analysis:
Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and/or Superintendent.

Recommendation:
Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheet(s) dated February 27, 2025.

Prepared by: Minh Tang M.T. Title: Procurement Manager

Approved by: Teresa DeCelles TD Title: Assistant Superintendent of Business Services

To the Board of Trustees: Meeting: February 27, 2025

Recommend Approval

9.3

Agenda Placement

German Cerda

German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 44-24/25
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Education Code 39520 authorizes the sale for cash of any property belonging to the District if the property is not required for school purposes, or it should be disposed for the purpose of replacement, or it is unsatisfactory or not suitable for school use.

WHEREAS, Education Code 39520 and 39521 provides procedures to implement such a sale, public or private, conducted by staff;

WHEREAS, Education Code 39521 provides for donations to charitable organizations or disposal if property is of insufficient value to defray costs of arranging a sale;

NOW, THEREFORE, BE IT RESOLVED, that this Board does hereby authorize such a sale, donation, and/or disposal of surplus property, under the direction of the Procurement Manager, Assistant Superintendent of Business Services, and /or Superintendent.

PASSED AND ADOPTED this 27th day of February 2025, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, Board President _____

Andrés Quintero, Board Vice President _____

Minh Pham, Board Clerk _____

Corina Herrera-Loera, Board Member _____

Minh Nguyen, Board Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on February 27, 2025.

_____
German Cerda, Superintendent

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NXGM8AA00684902F987600	Acer C731
NXGM8AA00173316C617600	Acer C731
NXGM8AA0018251D4457600	Acer C731
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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

9.4

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 19, 2025

Subject: **Donation of Surplus Equipment to Talent Development Center Charity**

Staff Analysis: Talent Development Center (TDC) is a charity that brings technology to some of the poorest sections of Africa in order to promote high tech learning. This allows for the continued usage of devices that are functional but no longer usable by the District to bring benefit and hope to people on a Global level.

High tech items that are no longer supported or viable to the District would be offered to TDC for shipment to Africa. TDC will accept full liability and facilitate pick up devices from the District.

The attached list of surplus items are being recommended for board approval at the regularly board meeting on February 27, 2025.

E-waste items that do not apply to this charity will be e-wasted in accordance with California Laws for the Disposal/Destruction of Universal Waste Electronic Devices and SB20/50 through a local e-waste company.

Recommendation: Superintendent recommends the Board of Trustees approve the donation of listed surplus equipment to TDC in order for it to be shipped to some of the poorest sections of Africa to help children and young adults.

Prepared by: Brett Littrell Title: Chief Technology Officer

Approved by: Teresa DeCelles YD Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: February 27, 2025
Regular Board Meeting

Recommend Approval

9.4
Agenda Placement

German Cerda pd
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

TALENT DEVELOPMENT CENTER
IGNITING MINDS By PRIMESHARE

Anselm Peng Kia
Founder, TDC

February 10th, 2025

Attn:
Alum Rock Union School District

On behalf of Talent Development Center (TDC), I would like to express our gratitude for your potential donation of equipment to TDC. We are committed to empowering young individuals, particularly from African communities, by helping them discover and nurture their talents.

TDC will take full responsibility for the donated equipment and ensure it is used to support our mission. The equipment will be carefully maintained and applied to programs that foster talent in areas such as arts, science, and technology.

Thank you for your support. We look forward to working together to make a lasting impact on the future of our youth.

Sincerely,

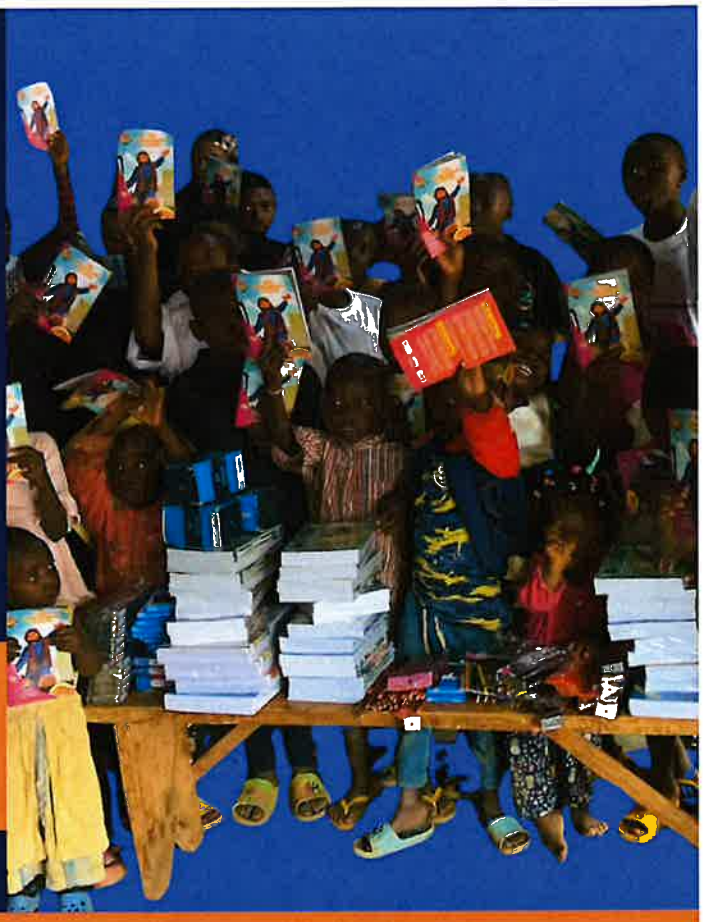
Anselm Peng Kia
Founder,
Talent Development Center (TDC)
anselm@primeshare.net

Yaounde, Cameroon

TALENT DEVELOPMENT CENTER

IGNITING MINDS By PRIMESHARE

UNLOCKING DREAMS AND CULTIVATING SUCCESS



Be the Change - Join Us

ABOUT

TALENT DEVELOPMENT CENTER

The Talent Development Center (TDC) is a non-profit organization by Primeshare that empowers youth through education and mentorship. It offers programs designed to build essential skills and confidence for personal and professional success. TDC's mission is to help young individuals reach their full potential and thrive in the future.

KEY

ACTIVITIES

- Equipment Donations
- Scolarships
- Mentorship
- Entrepreneurship
- Training
- Networking Events
- Employment
- Partnerships



Equipment Donations



Event Sponsorships



Training & Mentorship

Contact
tdc@primeshare.net

More Information
primeshare.net

Serial	Model
NXGM8AA0018251D4937600	Acer C731
NXGM8AA001733109E47600	Acer C731
NXGM8AA00684902F987600	Acer C731
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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

9.5

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 13, 2025

Subject: **Resolution No. 45-24/25**
Declaring the Futility of Public Bidding for the Lease of Portable Bathrooms and Approval to Enter into a Contract to Lease of Portable Restrooms

Staff Analysis: The District seeks to lease portable restrooms for the sites as work continues to impact the restroom facilities at both Sheppard Middle and Painter Elementary sites. The best compatible vendor that met specification that matched the required dimensions for use by the District's TK/Kindergarten students is Mobile Modular Management Corporation.

Recommendation: Staff recommends that the Board of Trustees adopt Resolution No. 45-24/25 Declaring the Futility of Public Bidding for the Lease of Portable Bathrooms and Approval to Enter into a Contract to Lease of Portable Restrooms.

Submitted by: Teresa DeCelles Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommend Approval

9.5
Agenda Placement

Meeting: February 27, 2025
Regular Board Meeting

German Cerda RP
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 45-24/25

OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT BOARD OF TRUSTEES DECLARING THE FUTILITY OF PUBLIC BIDDING FOR THE LEASE OF PORTABLE BATHROOMS AND APPROVAL TO ENTER INTO A CONTRACT TO LEASE OF PORTABLE RESTROOMS

WHEREAS, the Alum Rock Union Elementary School District ("District") is currently performing construction work at its Ben Painter Elementary School site and William Sheppard Middle School site (collectively, "Sites"), impacting the ability of students and faculty to use the restroom facilities at the Sites; and

WHEREAS, the District seeks to lease portable restrooms for the Sites as work continues to impact the restroom facilities at the Sites ; and

WHEREAS, the District reached out to five (5) different vendors; and

WHEREAS, the District only received responses from two (2) of those vendors; and

WHEREAS, Mobile Modular Management Corporation ("Mobile Modular") was the only such vendor to have portable restrooms with specification that matched the required dimensions for use by the District's TK/Kindergarten students; and

WHEREAS, Mobile Modular subsequently informed the District that due to the recent wildfires in Southern California, there is high demand for the portable restrooms and their inventory continues to decrease; and

WHEREAS, Public Contract Code section 20111(a)(1) requires the school district's governing board to let to the lowest responsible bidder any contracts for equipment, materials, or supplies to be furnished, sold, or leased to the district, involving an expenditure of more than $114,800, the adjusted competitive bid threshold for 2025; and

WHEREAS, notwithstanding Public Contract Code section 20111, California courts allow a narrow exception to the public bidding law in circumstances in which it would be futile, undesirable or impractical and would cause additional delay and additional cost (*Los Angeles Dredging Company v. City of Long* Beach (1930) 2 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 645); and

WHEREAS, California law provides that, "Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply." (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694); and

WHEREAS, the District believes that the time necessary to issue a formal bid, pursuant to Public Contract Code section 20111, would jeopardize the District's ability to lease the requisite portable restrooms due to the high demand on portable restrooms and the District's specific dimensions it requires for its students;

WHEREAS, the Board of Trustees believes that it is in the best interest of the District to enter into agreements with Mobile Modular for the requisite portable restrooms, because the District is not aware of another vendor that can provide the portable restrooms necessary for the District's needs at the Site;

WHEREAS, the Board of Trustees further believes that it is in the best interest of the District to contract with Mobile Modular for the requisite portable restrooms, because the District is not aware of another vendor that can provide the portable restrooms necessary for the District's needs at the Site;

WHEREAS, additional solicitation for bids will not affect the final result to the District except to cause additional delay and cost to the District due to the absence of vendors with sufficient inventory of portable restrooms meeting the District's requisite specifications; and

WHEREAS, based on the foregoing, it would be incongruous, futile, and unavailing to attempt additional solicitations for the portable restrooms; and

NOW THEREFORE, the Board of Trustees of the Alum Rock Union Elementary School District hereby resolves, determines, and finds the following:

Section 1. That the above recitals are true and correct.

Section 2. For the reasons stated above, public bidding for the lease of portable restrooms at the Site would not produce an advantage to the District and would produce a net burden and distinct disadvantages to the District.

Section 3. That based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the lease of portable restrooms at the Site.

Section 4. That the District's superintendent and/or designee, is authorized to enter into on behalf of the District, without advertising for or inviting of bids, a contract directly to lease portable restrooms for the Site, and to take all steps and perform all actions necessary to execute and implement the contract and to carry out, give effect to, and comply with the terms and intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District on this 27th day of February, 2025, by the following vote:

AYES:

NOES:

ABSTENTIONS:

_____
President, Board of Trustees of the
Alum Rock Union Elementary School District

Attested to:

_____
Vice President, Board of Trustees of the
Alum Rock Union Elementary School District

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

9.6

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **February 27, 2025**

Subject: **Approve/Ratify Notices of Employment and Changes of Status/Feb 13, 2025**

Staff Analysis: This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation: Staff recommends the Board of Trustees approval of the hiring of any new employee, and any change of status for existing employees.

Submitted by: Cesar Torrico CT Title: Asst. Superintendent, Human Resources

Approved by: Cesar Torrico Title: Asst. Superintendent, Human Resources

To the Board of Trustees: Meeting: February 27, 2025
Regular Board Meeting

Recommend Approval

9.6
Agenda Placement

German Cerda GC
German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
February 27, 2025

CERTIFICATED OFFER OF EMPLOYMENT:

I. Contract:

1.	Tamez, Michelle	ELPAC Test Examiner/Academic Srvc Dept.	03/14/2025

CERTIFICATED CHANGES OF STATUS:

II. Retirement:

1.	Balahadia, Alice	Core/Sheppard Middle School	06/30/2025
2.	Cordova, Cristina	TK/Cureton Elementary	06/06/2025
3.	Fuchs, Mary	K/McCollam Elementary	06/30/2025
4.	Ha, Mai	3/McCollam Elementary	06/07/2025
5.	Illa, Arlene	5/Cureton Elementary	06/30/2025
6.	Mendoza, Alma	TK/Ryan Elementary	06/06/2025
7.	Rogers, Lisa	TK/Lyndale Elementary	06/30/2025
8.	Skapinsky, Sally	3/McCollam Elementary	06/30/2025
9.	Stutz Sanchez, JoAnn	Core/Sheppard Middle School	06/30/2025
10.	Swiess, Shawn	4/Dorsa Elementary	06/30/2025

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

9.7

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **February 27, 2025**

Subject: **CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS**

Staff Analysis:
The following contracts for professional services are being presented to the Board of Trustees for review and approval.

Recommendation:
Staff recommends approval of the following contracts for professional services on the attached sheet(s). Contract details are on file in the Purchasing Office.

Approved by: Minh Tang M.T. Title: Procurement Manager

Approved by: Teresa DeCelles JD Title: Assistant Superintendent of Business Services

To the Board of Trustees: Meeting: February 27, 2025
Regular Board Meeting

Recommend Approval

9.7
Agenda Placement

German Cerda (pp)
German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Alum Rock Union Elementary School District
February 27, 2025 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Ocala STEAM Academy Sharon Brown	02/28/2025- 06/06/2025	Entourage Yearbooks	MASTER	Entourage Yearbooks will be providing yearbook services to any ARUSD school who wishes to participate. Funding: General
Business Services Teresa DeCelles	02/14/2025- 06/30/2026	Gillmor & Associates Dba: Public Property Advisors (PPA)	Not to Exceed $50,000.00	Public Property Advisors will provide consulting services in Phase 1 and the complete disposition process. Funding: General
Office of the Superintendent Sergio Diaz Luna	02/28/2025- 06/30/2025	DataGenomix LLC	Not to Exceed $18,200.00	DataGenomix LLC will provide digital advertising for ARUSD's enrollment campaign. Funding: General.
Instructional Services Sandra Garcia	07/01/2024- 06/30/2029	Jostens, Inc.	No Cost	Contract Adjustment: MY 259022, Board Approved June 27, 2024. Addendum to add language that Jostens, Inc. will offer Yearbook services throughout the term of the Master contract. Funding: General
M.O.T. Ed Villarreal	05/05/2025- 04/24/2027	Mobile Modular Management Corporation	Not to Exceed $85,560.00	Mobile Modular will provide portable restrooms for students during the project at Painter Elementary School. Funding: Restricted
M.O.T. Ed Villarreal	05/05/2025- 04/24/2027	Mobile Modular Management Corporation	Not to Exceed $85,560.00	Mobile Modular will provide portable restrooms for students during the project at Sheppard Middle School. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO _____

FROM: Ocala STEAM Academy (School/Dept.) VENDOR NO 022324

Submitted by: Dina Price

☐ **Independent Contract** ☐ **MOU**

☑ Master Contract

1 **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Entourage Yearbooks

Address: 39 Everette Dr Unit 1-2 City: Princeton Junction State: NJ Zip: 08550

Phone: (805) 693-2209 Email Address: ana.ortiz@entourageyearbooks.com

SSN: _____ or Fed I.D. #: 20-2513590

Mutually agree and promise as follows:

2 **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 28, 2025, and will diligently perform as required and complete performance by June 6, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3 **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Entourage Yearbooks will be providing yearbook services to any school who wishes to participate.

4 **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

☐ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

☑ b **Other:** $ MASTER (describe rate agreement) Total Cost not to exceed $5000.00 per school.

5 **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
010	0000	0	5815	00	1110	1000	000000	260	7221	MASTER	2/14/25

6 **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7 **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

ENTOURAGE YEARBOOKS

Scope of Work for Entourage Yearbooks

Introduction:

Entourage Yearbooks, founded in 2005 by Columbia MBA Elias K. Jo, has rapidly grown to become one of the world's fastest-growing yearbook companies. With a dedication to providing cost-effective and high-quality yearbooks, Entourage serves schools and organizations globally. Headquartered in Princeton, NJ, with additional offices in California, Indiana, and Utah, Entourage offers comprehensive yearbook solutions backed by innovative software, personalized training, and outstanding customer support.

Services and Deliverables:

1. **Yearbook Creation and Design:**
    - **Customizable Software:** Entourage offers proprietary HTML-based software, designed to be interactive and user-friendly. The platform includes thousands of editable templates, backgrounds, clip art, and fonts, enabling schools to create their own unique yearbook designs.
    - **Design Flexibility:** Schools have the flexibility to choose from a wide range of design options, allowing for a personalized and creative approach to the yearbook project.
2. **Training and Support:**
    - **Comprehensive Training:** Entourage provides extensive training through various channels, including video tutorials, manuals, online courses, webinars, and in-person sessions at the Annual Advisors' Conference.
    - **School Visits:** Two school visits are offered in the fall, upon request, to assist with the yearbook creation process and ensure that all parties are fully supported.
3. **Production and Delivery:**
    - **Fast Turnaround Times:** Entourage boasts one of the fastest turnaround times in the industry, with yearbooks being delivered in as little as 28 days.
    - **Flexible Deadlines:** Entourage provides flexibility with deadlines, offering schools the ability to adjust timelines based on their specific needs and schedules.
    - **Cost-Effective Solutions:** Entourage prides itself on delivering affordable yearbooks without compromising on quality, making it a suitable option for schools working within budget constraints.
4. **Bidding and Contracts:**
    - **Bid Contracts:** Entourage has successfully won numerous bid contracts over the years, including securing a national Bid contract for 13 consecutive years, proving the company's reliability and competitive pricing.

Additional Information:

- **Headquarters:** 39 Everett Drive, Unit 1-2 Princeton Junction, NJ 08550
- **Offices:** California, Indiana, and Utah

ENTOURAGE YEARBOOKS

- **Employees:** 100+ full-time and part-time staff during the yearbook production season
- **Recognition:** Recognized as one of the fastest-growing Asian businesses in the U.S. by the US Pan Asian American Chamber of Commerce.

Conclusion:

Entourage Yearbooks provides a comprehensive, flexible, and cost-effective solution for creating memorable yearbooks. With a combination of user-friendly software, personalized training, fast turnaround, and a commitment to customer satisfaction, Entourage continues to be a trusted partner for schools and organizations worldwide.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Business Services (School/Dept.) VENDOR NO. 16285

Submitted by: Teresa DeCelles

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Gillmor & Associates DBA: Public Property Advisors (PPA)

Address: 1201 Franklin Mall City: Santa Clara State: CA Zip: 95050

Phone: (408)246-5020 Email Address: lisagillmor@gmail.com

SSN: _____ or Fed I.D. #: 941696617

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 14, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
District Realty Advisors for Phase I in Consulting Services; Complete Disposition Process.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

X b. **Other:** $ 50,000 (NTE) (describe rate agreement) (Phase I)

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7100	000000	710	7110	$50,000.00	2/18/25

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

PUBLIC PROPERTY ADVISORS

SINCE 1977

A division of Gillmor & Associates

REAL ESTATE • PROPERTY MANAGEMENT • LAND PLANNING

RESPONSE TO ARUSD

RFP No. 2425-BUS01

PUBLIC PROPERTY ADVISORS

1201 FRANKLIN MALL
SANTA CLARA, CALIFORNIA 95050

Lisa M. Gillmor, President
Paulo Hernandez, Principal

408-246-5020 – Office

PUBLIC PROPERTY ADVISORS
SINCE 1977
A division of Gillmor & Associates

REAL ESTATE • PROPERTY MANAGEMENT • LAND PLANNING

COMPANY PROFILE – EXPERIENCE

Office Location:	1201 Franklin Mall Santa Clara, CA 95050
Number of Employees:	Five (5) employees
Contract Contact:	Lisa M. Gillmor, President Public Property Advisors 1201 Franklin Mall Santa Clara, CA 95050 408-246-5020 office 408-836-0313 cell lisagillmor@gmail.com
Years of Experience:	Public Property Advisors was founded in 1978 - Representing school districts and local governments for approximately 42 years
Previous or Pending Litigation:	Not once in over 45 years
Financial Statement:	Company has successfully been in business for approximately 45 years – Financial statements can and will be provided at appropriate time and upon execution of confidentiality agreement.
Company Background/History:	Included in following pages.
Recent Satisfactory Projects:	Summary included in following pages.

8. ***Berryessa School District*** – Disposition of a 10-acre site Berryessa School site + portion of the District Office site;

9. ***East Side Union High School District*** – Lead consultant that managed the master planning of the 27-acre District Administrative Office property on North Capitol Road in San Jose. Managed and facilitated the disposition of a 13-acre Quimby site to residential developer and facilitated local governmental entitlement approvals. Represented ESUHD as lead negotiator regarding disposition of a 3-acre site to Valley Transportation Authority – Site was subsequently constructed as light-rail park-and-ride lot/bus station at the East Side Union High School District Office site on North Capitol Road in San Jose.

10. ***Newark Unified School District*** – Disposition of two properties: Muller and Silva sites on behalf of the District. Work also included facilitation and coordination with developer buyer to achieve entitlements through the City of Newark.

11. ***National Hispanic University*** – Provided pro bono consultant services related to construction of new 65,000 square foot university facility on existing 10-acre school site. Paulo Hernandez of Public Property Advisors was lead consultant on programming and land use entitlement for new facility.

12. ***Mission College/Santa Clara Mercado Center*** - Negotiated the highly successful Mission College Development project in the City of Santa Clara (The Mercado Commercial Center). This project resulted in a very successful land lease and lucrative minimum guarantee revenue to the West Valley-Mission Community College District.

Public Property Advisors has represented over 65 public agencies throughout the State of California and disposed over 120 sites, through sale or ground lease arrangements. PPA has also negotiated large-scale multimillion-dollar projects on behalf of School Districts and Local Government.

9. **SANTA CLARA UNIFIED SCHOOL DISTRICT** – CASA DE MAESTRO" TEACHER HOUSING PROPERTY MANAGER

   PPA is the property manager for the 70-unit teach housing apartment complex.

10. **PITTSBURG UNIFIED SCHOOL DISTRICT** – PROPERTY EXCHANGE WITH LOCAL GOVERNMENT

    Negotiated and facilitated approval of Property Exchange with City of Pittsburg.

11. **PITTSBURG UNIFIED SCHOOL DISTRICT** – DISPOSITION OF 10-ACRE SITE TO RESIDENTIAL DEVELOPER.

    In coordination with District Deputy Superintendent, facilitated purchase of District property by residential developer – As well as managed process to obtain Waiver of Public Bidding from State Office of Education.



Good Samaritan Hospital
Planned Development Entitlement
San Jose, California

Paulo Hernandez of PPA was lead land planning consultants for Good Samaritan for 3 years – Managing and facilitating approvals for the hospital's major addition and site redevelopment. As such Mr. Hernandez initiated and facilitated the approval of a Planned Development Re-zoning and Development Permit for the 20-acre site. This included an 80,000-square-foot hospital expansion, a helicopter landing structure, property and hospital facility signage, parking reconfiguration, and landscaping of the entire property.



County of Santa Clara – Fairgrounds Project
Planned Development Entitlement, Disposition
San Jose, California

Paulo Hernandez of PPA, initiated and facilitated approval of a General Plan amendment to change a majority of this 16-acre property's land use designation from public park / open space to high density residential (25-50 units per acre) and prepared a Requests for Proposals that lead to a successful disposition of the site. The successful land entitlement and disposition resulted in the construction of a 561-unit housing development that included affordable apartments, market-rate town homes, and a 55,000 square-foot county health care clinic.



National Hispanic University (NHU)
Planned Development Entitlement – Pro bono Consultant
San Jose, California

Paulo Hernandez of PPA was the lead land planning/entitlement consultant (pro bono) that managed and facilitated the approval of a Planned Development Rezoning and Development Permit for the 10.60-acre NHU site – Allowing the construction of a new 67,000 square foot university. National Hispanic University is the only accredited university of its kind in the United States.

He also worked with Counties of San Luis Obispo and San Mateo as a Planner managing development and land subdivision applications for conformance with zoning and land use policies.

Redevelopment:

Paulo Hernandez worked for five years at the San Jose Redevelopment Agency and was directly involved with most aspects of redevelopment. During this time Mr. Hernandez managed a $5 million budget to restore older and historic buildings in the Downtown Core Area; Authored and amended redevelopment project area plans; Developed and managed budgets and schedules and assisted with management of Downtown redevelopment capital projects including the new San Jose City Hall, San Jose/SJSU Joint Library, California Fox Theatre Restoration, Fourth Street Garage/Mixed Use Project and Horace Mann Elementary School.

He was eventually promoted to financial/budget analyst and assistant project manager to the planning and construction division that oversaw all capital projects in Downtown San Jose.

School Districts:

Through partnership with Public Property Advisors of Santa Clara, California, Paulo Hernandez provides real estate advisory services for school districts. The Public Property Advisors partnership provides advisory services on all aspects of real estate including but not limited to negotiation and facilitation of land/facility leases, land planning, managing and facilitation of all efforts related to conformance with California Education Code, declaration and disposition of surplus District lands, negotiations and facilitation of property exchanges and in most cases manage all aspects of negotiations related to District-owned real estate.

Mr. Hernandez is a proud graduate of the Cal Poly San Luis Obispo College of Architecture and Environmental Design – Degree & emphasis in City & Regional Planning and Architecture.

CONSULTING AGREEMENT
SCOPE OF SERVICES / COMPENSATION

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made effective _____ between _____School District ("Client") and Public Property Advisors ("Consultant").

A. **Client** desires to engage the services of a consultant with experience in the area of land use, real estate and government relations:

B. Consultant has experience in this area of consulting and is available to render its services to **Client**.

NOW, THEREFORE, for good and valuable consideration, **Client** and Consultant agree as follows:

Article 1. Engagement and Scope of Work

Subject to the terms and conditions of this Agreement, **Client** engages Consultant, and Consultant hereby accepts such engagement, to perform those services (the "Services") described on the attached Exhibit A, as may be modified in writing by the parties from time to time. Services shall be performed in accordance with (a) the highest professional standards and practices, (b) all applicable laws, rules and regulations, and (c) in compliance with **Client's** directions.

Article 2. Compensation and Work Schedule

Consultant shall be paid according to the following schedule:

See attached Exhibit B.

Expenses: At cost, subject to prior written approval of **Client**.

Travel: At cost, subject to prior written approval of **Client**.

Article 3. Term and Termination

This Agreement shall be effective as of _____ and may be reviewed annually by the parties hereto. This Agreement may be terminated by either party for any reason by giving written notice to the other, thirty (30) days in advance of the date of such termination. Notwithstanding the foregoing, **Client** may terminate this Agreement immediately upon the breach by Consultant of any material term of this Agreement (which breach may include, but not be limited to, unsatisfactory performance or the violation of any of **Client's** direction).

Article 8. Arbitration

Any controversy or claim in excess of $5,000 arising out of or relating to this Agreement or any breach thereof, shall be settled by arbitration in San Francisco, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be before a single arbitrator mutually selected by the parties. If the parties are not able to agree to a single arbitrator within ten (10) days of the demand of either party for arbitration, either party may initiate arbitration by application to the AAA. The prevailing party shall be awarded its attorneys' fees and other costs, in addition to any other relief deemed appropriate.

Article 9. Miscellaneous

(a) Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and correspondence, whether oral or written, with respect to the same subject matter.

(c) This Agreement may not be assigned by Consultant.

(d) This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to its conflicts of laws principles.

(e) All notices hereunder must be in writing and delivered to the parties at the addresses set forth above. Notices shall be deemed delivered upon receipt (if delivered personally, by overnight courier or by receipt-confirmed facsimile) or three days after mailing if placed in the United States mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

_____ School District

By: _____

Its: _____

Public Property Advisors

By: _____

Its: _____

- Assist Districts at meetings with community, public or other groups concerning the sale or lease of the property.

The aforementioned is a proposed scope of work based what we presently know about the properties and recent District efforts to dispose of subject properties – If hired the first step would be to review and finalize this scope of work.

The District shall not be liable for any other fee to Advisors or any other persons or entity, in connection with said sale under this Agreement, except and unless the District specifically agrees thereto, either in writing or pursuant to Board resolution.

B. Upon a long-term lease (defined for the purposes of this Agreement as any lease in excess of 25 years) to any person or entity whatsoever, except as specified below in Paragraph III.D, District shall pay to Advisors a sum equivalent to 3 1/2% (Three and One Half Percent) of the fair market value of said property at the date of execution of said lease. The fair market value shall be determined according to commonly accepted real estate appraisal practices.

   Said fee shall be payable to Public Property Advisors in two equal annual installments. The first installment shall be due upon execution of the lease. The balance will be due on the annual anniversary dates of the execution of said lease. The unpaid balance of said fee shall bear interest at the same rate of return then being received by the District on said lease.

   Rate of return in defined as the percentage the annual rent is of the fair market value of the property at the time the lease is executed.

C. Upon a trade or exchange to any person or entity whatsoever, except as specified below in Paragraph III.D, District shall pay to Advisors a sum equal to 3 1/2% (Three and one half percent) of the fair market value of said property at the date of said trade or exchange. The fair market value shall be determined according to commonly accepted real estate appraisal practices. Said fee shall be payable upon consummation of said trade or exchange and close of escrow.

D. Upon the sale, long-term lease, lease, trade or exchange of any said property to the entities described in Government Code Sections 54222 and Education Code Section 17464 (a) and (b) the District shall pay to Advisors a fee upon the terms and conditions specified in Paragraph II (A, B, and C) above, except that said fee shall be 3% (Three percent).

E. If the District desires to use the consulting services of Advisors in the investment or use of District assets other than real property assets, the exact nature of the services and fees must be determined and mutually agreed to by the parties hereto in writing.

If it is mutually agreed upon by the parties to this Agreement, pursuant to a written addendum to this Agreement, the fees payable to Advisors pursuant to Section III above may be paid to Public Property Advisors directly by the purchaser, developer, lessee, or other party to whom the property is transferred.

Docusign Envelope ID: F69E10B6-2268-4DF7-BEF1-6F790F263584

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Office of the Superintendent (School/Dept.) VENDOR NO. _____

Submitted by: Sergio Diaz Luna

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: DataGenomix LLC

Address: 10514 Dupont Ave City: Cleveland State: OH Zip: 44108

Phone: (614) 859-5373 Email Address: JGuappone@DataGenomix.com

SSN: _____ or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 28, 2025, and will diligently perform as required and complete performance by June 30th, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A,** attached hereto and incorporated herein by this reference ("Services").
DataCenomix LLC will provide digital advertising for ARUSD's enrollment campaign.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

_____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

X___ b. **Other:** $18,200.00 (describe rate agreement) Ads will be provided at a cost not to exceed

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7200	000000	710	5013	18,200.00	2/4/25

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

datagenomix™

Statement of Work

Prepared for

Alum Rock Union School District

Paid Digital Campaign: *Awareness & Enrollment*

February 28, 2025 – June 30, 2025

German Cerda
Superintendent
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127

Data-Driven Strategy.
Winning Outcomes.

I. Campaign Overview

This campaign will support enrollment awareness and drive website visits for the Alum Rock Union School District (ARUSD). The campaign will target concise audiences, including parents of children between the ages of three to fourteen within and surrounding the school district, and run across digital platforms from March to June 2025.

Objectives

- **Create Awareness**: Leverage multiple digital channels to generate widespread awareness and enrollment inquiries.
- **Drive Engagement**: Support user engagement across digital platforms by driving website traffic and social media interactions, mainly focusing on website form fills.
- **Support Enrollment Goals**: Convert awareness and engagement into completing the online registration form.

Strategies

- **Targeting**
  - Leverage addressable identity graphs and geo-fencing to reach only residents with elementary school-aged children.
  - Incorporate behavioral and activity-based targeting based on the defined ARUSD personas to target individuals likely to engage and convert.
- **Multi-Channel Approach**
  - Utilize a combination of Meta Ads (Facebook & Instagram), digital display ads, and Google SEM ads to reach target audiences across multiple touchpoints.
- **Ongoing Optimization**
  - Continuously analyze performance data and adjust media allotment, creative messaging, and audience targeting to maximize impact.
- **Real-Time Reporting**
  - Provide access to real-time performance dashboards to monitor key metrics, including impressions and ad engagement. Optimize based on live data for better decision-making.

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II. What We Provide

- **Marketing Strategy**. The Data Genomix team will develop a comprehensive digital marketing strategy for the campaign. This strategy will include audience targeting, creative guidance, and media placement recommendations across digital platforms to maximize awareness and online form fills.
- **Cross-Channel Ad Placement.** We will execute and manage ad placement across multiple digital platforms, including Meta (Facebook & Instagram), Digital Display, and Google Search Ads. Our team will handle all aspects of ad deployment, ensuring creative alignment and audience segmentation across channels.
- **Campaign Monitoring**. Our Client Success team will monitor your campaigns daily and optimize placements and media mix to drive desired outcomes. Your Client Success Executive will be available via email, chat, and phone during regular business hours (EST).
- **Reporting Suite**. Your team will receive access to the Data Genomix Unified Reporting Suite for up to eight users, measuring key performance indicators and aggregating your complete online presence into a single view.
- **Regular Meetings**. We will schedule regular strategy and optimization calls with your team to review performance, discuss insights, and adjust tactics to ensure the campaign meets its objectives.

III. What You Bring

- **Data**. We will leverage any data you have collected about parents of current students; NO student data should be provided to Data Genomix.
- **Creative Assets.** Your team will supply all necessary creative assets for the ads, including graphics, photos, and videos. Data Genomix will provide resizing and formatting adjustments as needed for different digital platforms, ensuring proper display and performance across channels.
- **Copy**. Your team will be responsible for developing ad messaging and writing content for Meta and native ad flights.
- **Organic Content.** Your team will manage and post all organic content across your social media channels.
- **Community Management.** Your team will handle community management, including responding to comments, messages, and interactions on social media platforms and representing your brand in online conversations.

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IV. Campaign Period & Pricing

- **Campaign Term.** February 28, 2025 – June 30, 2025
- **Professional Services.** $3,200
  - *Includes campaign setup, daily monitoring, optimization, and reporting*
- **Paid Digital Media.** $15,000
  - *Allocated across Meta (Facebook & Instagram), Digital Display, and Google Search Ads*
  - *The paid media budget can be increased during the campaign as defined by the client.*
- **Campaign Total.** $18,200
- **Billing.** The total project cost will be divided into two equal invoices or another mutually agreed-upon payment schedule. Invoices will be sent at the beginning of each campaign phase or on a set monthly timeline based on client preference.

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V. Agreement of Services

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. The above pricing, specifications, and conditions proposed are satisfactory and hereby accepted.

SERVICE PROVIDER:
DATA GENOMIX LLC

By: Jeremiah Guappone
Name: Jeremiah Guappone
Title: Chief Strategy Officer & General Manager
Date: 02/14/2025

CLIENT:
Alum Rock Union School District

By: _____
Name: German Cerda
Title: Superintendent
Date: _____

© 2025 Data Genomix LLC. All Rights Reserved. Confidential and Proprietary. Do Not Reproduce or Distribute Without Express Written Consent of Data Genomix LLC. Where no notice is given, all information contained herein is Copyright 2025 Data Genomix LLC.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. MY250922

Original P.O Amount $_____ Contract Original Amount $ 0

Vendor Name: Jostens, Inc. Vendor No. 012245

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
_____ Increase Amount Line Item No.: _____
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
✔ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount $_____
Change Order #: 1 $ 0
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total (including Change Orders) $ 0

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	010	0000	0	5815	00	1110	1000	000000	305	7221	$0	
												2/19/25

Reason for Adjustment:

Language change - ADDENDUM to MY250922 - Jostens will offer YEARBOOK services through out the term of the contract.

School/Dept.: Instructional Requested by: T. Loftin

Approval: _____ Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ Procurement Manager

Date Requested: 2/12/25 Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

Purchase Order

No. MY 259022

MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.

Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

VENDOR: 012245

Phone: (800)436-6030
Fax: (800)436-6048
Email: yearbook@Schoolannual.com

TO: JOSTENS INC.
DBA: SCHOOL ANNUAL PUBLISHING INC.
2568 PARK CENTER BLVD.
STATE COLLEGE PA 16801

PO DATE	SUBMITTED BY	SITE NAME	REQ. NO.
07/10/2024	MARIELA HEREDIA	ACADEMIC SERVICES	250158
TERMS	**FOB**	BARBARA CAMPBELL	**DELIVERY DATE**

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		*** MASTER SERVICE CONTRACT *** YEAR 1 OF A 5-YEAR CONTRACT JOSTENS, INC. WILL PROVIDE SCHOOL PHOTOGRAPHY TO ANY ARUSD SCHOOL-SITE THAT CHOOSES TO PARTICIPATE IN "PICTURE DAY" TERM: 07/01/2024-06/30/2029 BOARD APPROVED JUNE 27, 2024	0.00	0.00	000000
				Sub Total	0.00	
				Tax	0.00	
				Shipping & Handling	0.00	
				PO Total	0.00	

PO VENDOR INSTRUCTIONS

1. Invoices should be sent to Alum Rock District at the address show above.
2. Above purchase order number must appear on all invoices and packing slips.
3. NOTE: District will not honor any commitment made without a purchase order.
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained.
5. The total amount of the purchase including tax and shipping c harges shall not exceed the amount shown by more than 10% unless written permission is obtained from purchasing dept.
6. Make no substitutions unless specifically authorized in writing.
7. All articles must conform to all CAL-OSHA safely codes. Send all MSDS reports with orders.
8. No backorders.

By _____
AUTHORIZED SIGNATURE

VENDOR COPY

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T. - Maintenance (School/Dept.) VENDOR NO. _____

Submitted by: Ed Villarreal-Director, Maintenance, Operations and Transporta

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Mobile Modular Managment Corporation

Address: 5700 Las Positas Road City: Livermore State: CA Zip: 94551

Phone: (925) 606-9000 Email Address: www.mgrc.com

SSN: _____ or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 5, 2025, and will diligently perform as required and complete performance by April 24, 2027, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Mobile Modular will provide portable restrooms for students during the project at Painter Elementary School.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

_____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

X b. **Other:** $ (85,560.00 NTE) (describe rate agreement) _____

1st yr 2024-2025 ($18,773.00) 2nd yr 2025-2026 ($30,276.00) 3rd yr 2026-2027 ($36,511.00)

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
210	9601	0	5640	00	9000	8100	000000	160	9612	60,552.00	
210	9601	0	5815	00	9000	8100	000000	160	9612	25,008.00	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Mobile Modular Management Corporation
a Division of McGrath RentCorp

Livermore, CA 94551
Phone: (925) 606-9000
www.mobilemodular.com

Lease Agreement

Lease Contract: 210051392.1
Lease Term: 24 Months
Date Printed: 02/19/2025
Estimated Delivery Date: 05/05/2025

Lessee Name & Billing Address	Site Location	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor")
Alum Rock ESD **("Lessee")** 2930 Gay Ave San Jose, CA 95127 Marc Freitas marc.freitas@arusd.org 408 8282074	Alum Rock ESD 500 Rough and Ready Road San Jose, CA 95133 Marc Freitas marc.freitas@arusd.org 408 8282074 **Customer PO/Reference:** TBD Exp: // By:	Questions? Please Contact: Kevin Gibson Kevin.Gibson@mobilemodular.com Direct Phone: (925) 453-3143 All other inquiries: (925) 606-9000

Equipment and Accessories:	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Restroom, 12x40 DSA (Item1004)(BG)	1	**$1,899.00**	**$1,899.00**	N
Boy/Girl or Male/Female. Configuration and Fixture Count Varies. May or May Not Include Access Area. Fiberglass Reinforced Plastic (FRP) interior. No windows.				
RNT, Ramp	1	**$624.00**	**$624.00**	N

Delivery-related Services:	Qty	Charge Each	Total One Time	Taxable
Restroom, 12x40 DSA (Item1004)(BG)				
Block and Level Building (B3) (PW)	1	**$3,980.00**	**$3,980.00**	N
Prevailing Wage Cert. Payroll				
Delivery Haulage Lowboy 12 wide	1	**$1,090.00**	**$1,090.00**	N
Delivery Haulage Permit 12 wide Lowboy	1	**$136.00**	**$136.00**	N
Delivery Haulage Pilot 12 wide Lowboy	1	**$497.00**	**$497.00**	N
Essential Material Handling Fee	1	**$1,680.00**	**$1,680.00**	N
6" DSA Wood Foundation.				
Installation, Ramp Skirting (PW)	72	**$22.00**	**$1,584.00**	N
Prevailing Wage Cert. Payroll				
RNT, Ramp Install (PW)	1	**$4,760.00**	**$4,760.00**	N
			$13,727.00	

Subtotal of Monthly Rent:	$2,523.00
Monthly Personal Property Expense (PPE):	$0.00
Taxes on Monthly Charges:	$0.00
Total Monthly Charges (incl Taxes & PPE):	$2,523.00
Subtotal of One-Time Charges upon Delivery :	$13,727.00
Taxes On One Time Charges:	$0.00
Security Deposit:	$0.00
Est. Initial Invoice:	**$16,250.00**

Estimated Return-related Services:	Qty	Charge Each	Total One Time	Taxable
Restroom, 12x40 DSA (Item1004)(BG)				
Cleaning Fee	1	**$450.00**	**$450.00**	N
Prepare Equipment For Removal (B3) (PW)	1	**$2,980.00**	**$2,980.00**	N
Removal, Ramp Skirting (PW)	72	**$19.00**	**$1,368.00**	N
Return Haulage Lowboy 12 wide	1	**$1,090.00**	**$1,090.00**	N
Return Haulage Permit 12 wide Lowboy	1	**$136.00**	**$136.00**	N
Return Haulage Pilot 12 wide Lowboy	1	**$497.00**	**$497.00**	N
RNT, Ramp Removal (PW)	1	**$4,760.00**	**$4,760.00**	N
			$11,281.00	

Special Notes

24 Mo. Term -May 5th, 2025 thru April 24th, 2027

Mobile Modular Management Corporation
a Division of McGrath RentCorp
5700 Las Positas Road
Livermore, CA 94551

www.mobilemodular.com

Lease Agreement

Lease Contract: 210051392.1
Lease Term: 24 Months
Date Printed: 02/19/2025
Estimated Delivery Date: 05/05/2025

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Item & Description	Qty	Item Code	Estimated Equipment Value
Restroom, 12x40 DSA (Item1004)(BG)	1	1004	$98,750.00

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T. - Maintenance (School/Dept.) VENDOR NO. _____

Submitted by: Ed Villarreal-Director, Maintenance, Operations and Transporta

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Mobile Modular Managment Corporation

Address: 5700 Las Positas Road City: Livermore State: CA Zip: 94551

Phone: (925) 606-9000 Email Address: www.mgrc.com

SSN: _____ or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 5, 2025, and will diligently perform as required and complete performance by April 24, 2027, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Mobile Modular will provide portable restrooms for students during the project at Sheppard Middle School.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

_____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

X b. **Other:** $85,560.00 (NTE) (describe rate agreement) _____

1st yr 2024-2025 ($18,773.00) 2nd yr 2025-2026 ($30,276.00) 3rd yr 2026-2027 (36,511.00)

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
210	9601	0	5640	00	9000	8100	000000	160	9612	60,552.00	
210	9601	0	5815	00	9000	8100	000000	160	9612	25,008.00	

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CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Mobile Modular Management Corporation
a Division of McGrath RentCorp
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000
www.mobilemodular.com

Lease Agreement

Lease Contract: 210051393.1
Lease Term: 24 Months
Date Printed: 02/19/2025
Estimated Delivery Date: 05/05/2025

Lessee Name & Billing Address	Site Location	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor")
Alum Rock ESD **("Lessee")** 2930 Gay Ave San Jose, CA 95127 Marc Freitas marc.freitas@arusd.org 408 8282074	Alum Rock ESD 480 Rough and Ready Road San Jose, CA 95133 Marc Freitas marc.freitas@arusd.org 408 8282074 **Customer PO/Reference:** TBD Exp: // By:	Questions? Please Contact: Kevin Gibson Kevin.Gibson@mobilemodular.com Direct Phone: (925) 453-3143 All other inquiries: (925) 606-9000

Equipment and Accessories:	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Restroom, 12x40 DSA (Item1004)(BG)	1	**$1,899.00**	**$1,899.00**	N
Boy/Girl or Male/Female. Configuration and Fixture Count Varies. May or May Not Include Access Area. Fiberglass Reinforced Plastic (FRP) interior. No windows.				
RNT, Ramp	1	**$624.00**	**$624.00**	N

Delivery-related Services:	Qty	Charge Each	Total One Time	Taxable
Restroom, 12x40 DSA (Item1004)(BG)				
Block and Level Building (B3) (PW)	1	**$3,980.00**	**$3,980.00**	N
Prevailing Wage Cert. Payroll				
Delivery Haulage Lowboy 12 wide	1	**$1,090.00**	**$1,090.00**	N
Delivery Haulage Permit 12 wide Lowboy	1	**$136.00**	**$136.00**	N
Delivery Haulage Pilot 12 wide Lowboy	1	**$497.00**	**$497.00**	N
Essential Material Handling Fee	1	**$1,680.00**	**$1,680.00**	N
6" DSA Wood Foundation.				
Installation, Ramp Skirting (PW)	72	**$22.00**	**$1,584.00**	N
Prevailing Wage Cert. Payroll				
RNT, Ramp Install (PW)	1	**$4,760.00**	**$4,760.00**	N
			$13,727.00	

Subtotal of Monthly Rent:	$2,523.00
Monthly Personal Property Expense (PPE):	$0.00
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Total Monthly Charges (incl Taxes & PPE):	$2,523.00
Subtotal of One-Time Charges upon Delivery :	$13,727.00
Taxes On One Time Charges:	$0.00
Security Deposit:	$0.00
Est. Initial Invoice:	**$16,250.00**

Estimated Return-related Services:	Qty	Charge Each	Total One Time	Taxable
Restroom, 12x40 DSA (Item1004)(BG)				
Cleaning Fee	1	**$450.00**	**$450.00**	N
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Removal, Ramp Skirting (PW)	72	**$19.00**	**$1,368.00**	N
Return Haulage Lowboy 12 wide	1	**$1,090.00**	**$1,090.00**	N
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RNT, Ramp Removal (PW)	1	**$4,760.00**	**$4,760.00**	N
			$11,281.00	

Special Notes

24 Mo. Term -May 5th, 2025 thru April 24th, 2027

Mobile Modular Management Corporation
a Division of McGrath RentCorp
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000
www.mobilemodular.com

Lease Agreement

Lease Contract: 210051393.1
Lease Term: 24 Months
Date Printed: 02/19/2025
Estimated Delivery Date: 05/05/2025

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Item & Description	Qty	Item Code	Estimated Equipment Value
Restroom, 12x40 DSA (Item1004)(BG)	1	1004	$98,750.00