ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
June 26, 2025
Book 1 of 2
(Items 3.1 – 7.6)

AMENDED

Regular Board of Trustees Meeting - Jun 26 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 #37-24/25

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:
Join the Webinar from PC, MAC, iPad or Android:
https://arusd-org.zoom.us/j/85764395990?pwd=d9hF4rIapE30fEsZNiobiTAZaqLlw1.1
Passcode: 008000
Phone one-tap: 16699006833,,85764395990#,,,,*008000 US (San Jose)

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 ACKNOWLEDGMENT - The Board of Trustees of the 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 and reverence the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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

3. SPECIAL PRESENTATION/RECOGNITION

3.1 Friend of Alum Rock Awards

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.

5. SUPERINTENDENT / BOARD BUSINESS - 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 ARUSD's Strategic Plan – Vision 2030, First Read/Action

5.2 **Alpha Public Schools:**
Charter School Facilities Program Proposition 2 Application - Agreement for Rehabilitation.

5.3 **Resolution No. 76-24/25**
Certification of the Number of Unhoused Pupils to be Housed by Alpha Public Schools Under the State School Facility Program.

5.4 **Review and Approve the 2025-2026 Local Control Accountability Plan (LCAP), 2024-2025 LCAP Annual Update, 2025-2026 Budget Overview for Parents and 2025-2026 LCAP Addendum.**

5.5 **Adoption of the District's Proposed 2025-2026 Budget**

5.6 **Approve/Ratify Appointments to District Facilities Repurposing Advisory Committee.**

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 Resignations (Information Only)

7. BUSINESS 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 Faculty & Staff Housing Project - Design - Builder Request for Qualifications Results. Presentation by EHP.

7.2 Approve Second Amendment to the Joint Use Agreement (JUA) with SJB Child Development Centers for Joint Use Facilities at Cassell Elementary.

7.3 **Request for Approval of RFP No. 2526-CNS06 Farm to School Fresh Produce for 2025-2026 School Year**

7.4 **Request for Approval of RFP No. 2526-CNS06 Farm to School Fresh Produce for 2025-2026 School Year**

7.5 **Request for Approval of RFP No. 2526-CNS06 Farm to School Fresh Produce for 2025-2026 School Year**

7.6 **Request for Approval of RFP No. 2526-CNS06 Farm to School Fresh Produce for 2025-2026 School Year**

7.7 **Request for Approval of Independent Contract with Brigaid LLC for a Two-Year Contract from August 2025 to October 2027**

7.8 **Request for Approval of RFP No. 2526-CNS05 Fresh Produce and Services for 2025-2026 School Year**

7.9 **Addendum for an Extension of Year Three of IFB#2023-CNS06 Grocery and Fresh Bakery Products for 2025-2026 School Year**

7.10 Addendum for an Extension of Year Three of IFB#2023-CNS06 Grocery and Fresh Bakery Products for 2025-2026 School Year

7.11 **Addendum for an Extension of Year Three of IFB#2023-CNS06 Grocery and Fresh Bakery Products for 2025-2026 School Year**

7.12 **Addendum for an Extension Year three (3) of RFP#2023-CNS05 Meat Products for 2025-2026 School Year**

7.13 **Request for Approval of RFP No. 2526-CNS01 Distribution of Commercial Food Products and Paper Supplies for 2025-2026 School Year**

8. 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.)

8.1 Valley Health Foundation School-Based Wellness Center Grant Return of Unused Funds, Tranche I and Tranche II

8.2 California State Preschool Program (CSPP) Self Evaluation Fiscal Year 2024-2025 California Department of Education (CDE) Survey

BOARD COVER-CDE Survey CSPP Self Evaluation FY 2024.25.doc

CDE CSPP Survey 2024.25.pdf

8.3 THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante I, Adelante II, Painter Elementary, McCollam Elementary, and Painter Elementary

3.1 BOARD COVER-CSPP Designation of Responsibility THINK Together 2025.26 (Resolution 80-24.25).doc

3.2 RESOLUTION_80-24.25- CSPP Designation of Responsibility THINK Together 2025.26.docx

8.4 Instructional Continuity Plan

8.5 **School Plan for Student Achievement (SPSA) 2025-2026**

8.6 **Quarterly Report on Williams Uniform Complaints**

8.7 **Kidango Designation of California State Preschool Program (CSPP) Facility Responsibility-Cesar Chavez Early Learning Center and Cesar Chavez Center**

2.1 BOARD COVER-CSPP Designation of Responsibility Kidango 2025.26 (Resolution 79-24.25).doc

2.2 RESOLUTION_79-24.25-CSPP Designation of Responsibility Kidango 2025.26.docx

8.8 **California State Preschool Program (CSPP) Contract CSPP-5528** 1.1 BOARD COVER-2025.26 CDE Contract CSPP-5528 (Resolution 78-24.25).docx.doc

1.2 RESOLUTION_78-24.25- 2025 CDE Contract CSPP-5528.docx

1.3 CDE Contract for CSPP 2025.26-CSPP-5528.pdf

9. 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.)

9.1 Approve the Orenda Services Contract for the 2025/2026 SY. This contract will provide services including equity leadership intensives, professional learning sessions, administrative coaching, and data review to support student acceleration and address achievement gaps. Submitted by Academic Services, $425,139.00 dollars.

9.2 Approve the Glen Price Group Services Contract for the 2025/2026 SY. This contract will provide virtual support in key areas of community schools implementation. Submitted by Social Emotional Learning, $180,000.00 dollars.

9.3 Approve the Creekside School Services Contract for the 2025/2026 SY. This contract will provide a non-public school that provides individualized instruction and behavior support services to autistic or severe behaviorally disordered students. Submitted by Special Education, $155,630.00 dollars.

9.4 Approve the RO Health Services Contract for the 2025/2026 SY. This contract will provide LVN services to ARUSD students with medical needs such as diabetes management as well as assisting the district nurses. Submitted by Student Services, $550,000.00 dollars.

9.5 Approve the Amergis Healthcare Staffing, Inc. Services Contract for the 2025/2026 SY. This contract will provide LVN support to ARUSD students with medical needs such as diabetes management. Submitted by State and Federal, $100,000.00 dollars.

9.6 Approve the Lozano Smith Services Contract for the 2025/2026. This contract will provide remote legal consultation and professional development via phone, email, webinars, and in-person regarding various school topics. Submitted by Student Services, $200,000.00 dollars.

10. CONTRACT EXTENSIONS 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.)

10.1 Approve the Kidango Service Contract for the 2024/2025 SY. This contract extension is to provide an additional four months to provide a licensed California State Preschool Program. Submitted by: Early Learning; original approved contract was in the amount of $2,893,576.00. An extension term request for an additional four months to provide a licensed California State Preschool Program at Cesar Chavez Early Learning Center and Cesar Chavez Preschool Center. The new contract term dates for the 2024/2025 school year is

July 1, 2024, to October 31, 2025.

10.2 Approve Contract for Law Office of Rogelio Ruiz effective July 1, 2025, through June 30, 2026.

11. 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.)

11.1 Approval of Board Meeting Minutes

11.2 **Acceptance of Donations**

11.3 **Acceptance of Grant/Award Notification**

11.4 Notices of Employment and Changes of Status / Human Resources

Cover - Personnel Report - 6.26.25.doc

Certificated Personnel Report 6.26.25.pdf

11.5 Approve Memorandum(s) of Understanding

11.6 Approve Contracts for Professional Services-Firms/Organizations

11.7 **Approve Bond Contracts/Extensions**

11.8 Current Enrollment Report

12. 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.

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

12.2 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); (9) C.T.L. by and through her Guardian Ad Litem, Julio Tavares v. Alum Rock Union School District, et al., Santa Clara County Superior Court case no. 25CV459535; (10) Evangelina Perez, as Parent and Legal Guardian of Minor Child A.P. v. Alum Rock Union School District, United States District Court Northern District of California case no. 524CV01691VKD; (11) In the Matter of the Layoff of Certificated Employees of the Alum Rock Union Elementary School District, Office of Administrative Hearings case no. 2025031038; (12) Maria Gutierrez v. Alum Rock Union Elementary School District, Santa Clara County Superior Court case no. 25CV462406.

12.3 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One (1) potential case.

12.4 PUBLIC PERFORMANCE EVALUATION (Government Code Section 54957): Superintendent

12.5 PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE / RESIGNATION (Government Code 54957 and 54957.1)

13. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

13.1 Report of Action Taken in Closed Session

14. ADJOURNMENT

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

3.1

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 23, 2025

Subject: **Friend of Alum Rock Awards**

Support Information: The Board would like to Nominate the following individuals for the Friend of Alum Rock Award:

Mike Maggi – *Teacher at Goss and Lyndale*. To honor a 36-year career (1970-2006) in Alum Rock, received an exceptional teaching award, and participated in the US-Soviet Teacher Exchange Program in the 1989-1990 school year.

Pedro Perales – *Former ARUSD Superintendent.* To honor a 25-year career (1972-1997) in Alum Rock, that spanned teacher, principal, assistant superintendent, deputy superintendent, and superintendent. The last home-grown superintendent to date. Presided over the completion of the 1990-1994 district-wide school modernization program from the 1991 bond program.

Bill Nicolosi – *ARUSD Music Teacher and Alum Rock Jazz Band Founder*. To honor a 40-year career in Alum Rock, the founding of the Alum Rock Jazz Band, and AREA Negotiator who codified music as part of the Alum Rock general curriculum.

Randall Barber – *ARUSD Music Teacher*. To honor a 18-year career (2005-2023) in Alum Rock that included serving as assistant director of the Alum Rock Jazz Band and AREA Council Representative for VAPA.

Budget Source: Not Applicable

****RECOGNITION****

Submitted by: Germán Cerda Title: Superintendent

To the Board of Trustees: Meeting: June 26, 2025
Regular Board Meeting

RECOMMENDATION

3.1
Agenda Placement

Germán Cerda RT
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 2, 2025

Subject: **ARUSD's Strategic Plan – Vision 2030, First Reading**

Support Information: Superintendent Cerda will present ARUSD's Strategic Plan – Vision 2030 for the Board of Trustees' consideration.

Budget Source: Not Applicable

INFORMATION/ACTION: It is the recommendation of the Board of Trustees approve the new District Strategic Plan.

Submitted by: Germán Cerda Title: Superintendent

To the Board of Trustees:

INFORMATION ONLY

5.1
Agenda Placement

Meeting: June 26, 2025
Regular Board Meeting

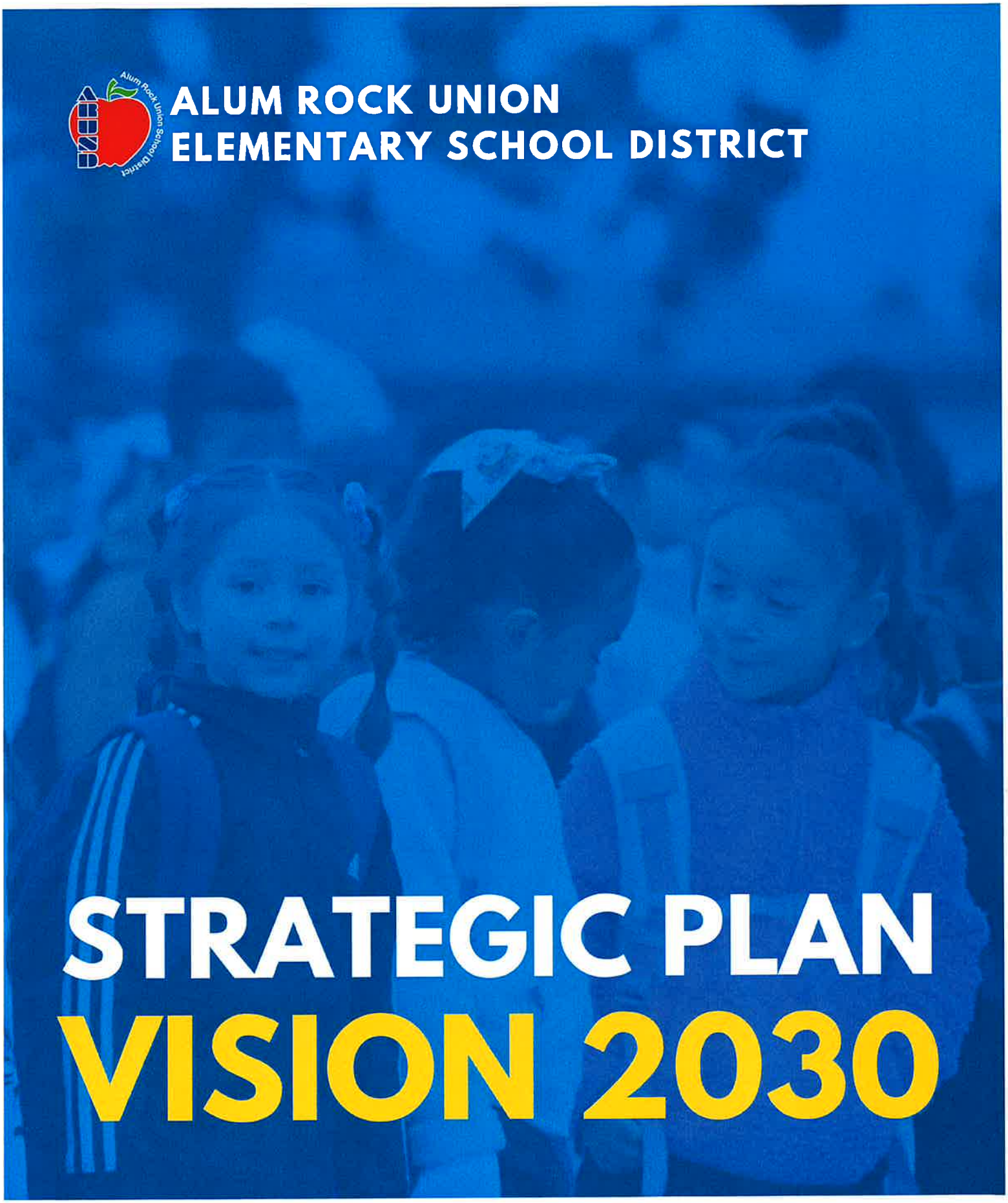
German Cerda (PT)
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION
ELEMENTARY SCHOOL DISTRICT



STRATEGIC PLAN
VISION 2030

Welcome to Alum Rock

Our students deserve the best.



I'll say it time and time again, Alum Rock is a hidden gem. We are a community rich in culture and with a vibrant history that attracts dedicated professionals to serve our students from the moment they walk in the door. Throughout my career, I've worked to ensure that all students - regardless of where they come from or the challenges they have faced - receive the best educational experience. This includes an academically rigorous and socially welcoming learning environment. Alum Rock can provide that for our students and families.

I am proud to present **Alum Rock Union School District's Strategic Plan - Vision 2030**. This plan is a culmination of the collective aspirations and goals of our community. The priorities and actions within were created through multiple stages of engagement with families, staff, and students through ARUSD's Baseline Systems Study, Local Control and Accountability Plan (LCAP), District English Learner Advisory Committee (DELAC), and many others.

As you read the strategic plan, I invite you to reimagine Alum Rock in 2030 with us. The priority areas, goals, and actions outlined in the plan chart the path towards a district that is even more welcoming and prepares even more of our students for their future. Together we can make Vision 2030 a reality. I am honored to serve as your Superintendent as we lay the groundwork for the future and reimagine Alum Rock, together. ***Thank you for all that you do.***

Sincerely,

Germán Cerda
Superintendent

Our Vision

All Alum Rock students will be ready for the future in a diverse and competitive world.

Our Mission

Together with stakeholders, we provide Alum Rock students with high quality twenty first century learning that builds upon our culturally diverse community to prepare our students to be life long learners and compete for the careers of the future.

What's Inside



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Strategic Plan Development

The Process

This plan was developed through 6 strategic phases, each with specific goals and objectives. As a result we developed a comprehensive strategic plan that reflects input from all our educational partners.

1 Educational Partner Engagement

Through surveys and focus groups, educational partners, certificated and classified staff, families, and students shared their perspectives about what is working well, areas for strengthening, and key opportunities for the district.

2 Data Review

A Baseline Systems Study was conducted using district data (including state test scores, absenteeism, special education identification, etc.), student work samples, student shadowing, classroom observations, LCAP input session results, and feedback from community input sessions.

3 Draft Strategic Plan

An initial draft of the strategic plan was developed, informed by key insights from educational partners. This first draft focused on determining the priority goals, sub-goals for each priority goal, and metrics and progress indicators for each priority goal.

4 Educational Partner Feedback

The draft strategic plan priority goals and subgoals was shared with educational partners advisory groups for feedback and to gather suggestions for specific actions the district should consider taking to advance each sub-goal.

5 Finalize Strategic Plan

Based on educational partner feedback, the plan was revised and expanded to include recommended actions and additional detail throughout. The plan was presented to the Board of Trustees in June 2025 for adoption.

6 Cascade Strategic Plan

Following the adoption of the strategic plan by the Board of Trustees, district departments will establish and school sites will align their plans and SPSAs with the strategic plan.

ARUSD's Baseline Systems Study

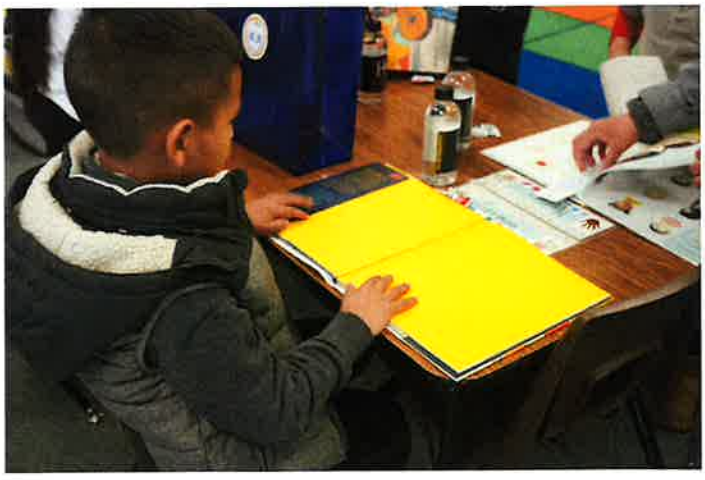
Concurrently with the development of the strategic plan, ARUSD conducted a Baseline Systems Study to analyze the systems influencing student outcomes across demographic groups. The most pivotal questions we asked was:

"What systems, within the control of our school and district, best explain patterns of student achievement in our context?"

Among other questions we asked were 1) What is the student achievement profile?, 2) What systems best explain the achievement profile?, and 3) What needs to occur to shatter any inequitable systems?

Acting on the Results of the Study

Aligned to the strategic plan, the results of the Baseline Systems Study will provide us with information to develop a teacher-driven action plan for improvement. The Baseline Systems Study is an opportunity for Alum Rock to comprehensively review our students' educational experience and hone in on the practices that work for our students.



Driven by Community Input

Our Plan Incorporates Input Across All Educational Partners

This strategic plan and subsequent actions are informed from a number of sources and feedback provided by staff, families, students, and community partners through:

Districtwide LCAP Listening Sessions - Held 4 community forums for family members, staff, and students.
School Site Staff LCAP listening sessions - Each school site hosted a staff LCAP listening session during a staff meeting or other format to gather input.
School Site Parent LCAP Listening Sessions - Each school site hosted a parent LCAP listening session at a Parent Cafecito or other format to gather input.
Student LCAP Listening Session - ARUSD's Student Advisory Committee provided input through a student-based LCAP listening session.
Districtwide Panorama Survey - The Panorama survey is a perception survey that collects feedback from our community across a range of topics. 84% of staff and 94% of students responded, along with 3,318 family members.
ARUSD Baseline Systems Study - The Baseline Systems Study collected data from: • *Student Work Samples* • *Surveys:* Including Panorama Surveys and other surveys taken by all educational partners • *Artifacts:* Documents used including bell schedules, staff rosters, survey results, professional development plans, handbooks, special programs, and other curricular materials • *Guided Site Walks:* Principals guided the research team around campus and through classrooms in a non-evaluative visit, focusing on the student experience with school systems and peers. • *Student Profiles for Guided Site Walks:* 6-8 student profiles per grade level were collected including students achieving at different grade levels from each student group.
Special Education Survey - All family members, Special Education teachers, and staff received the Special Education Survey to improve services.
End of Year Staff Survey - All staff were invited to respond to this end of year survey, which included questions about district initiatives and asked about their professional development needs and interests.
Listening sessions at District Advisory Council (DAC), District English Learner Advisory Council (DELAC), and Superintendents' Parent Advisory Resource Council (SPARC) - Listening sessions with each of these parent advisory groups focused on gathering input about district strengths, challenges, and opportunities.
Listening session with SOMOS Mayfair - As a key community voice and partner, SOMOS Mayfair participated in a listening session to share perspectives on district strengths, challenges, and opportunities.

Reimagining Alum Rock

An Opportunity for a Better Alum Rock

Alum Rock school consolidations provide an opportunity to reimagine our education system. By occupying less physical space, we can concentrate our resources and expand the opportunities for students to receive school-wide support. Examples of this include our district's expansion of before and after school programs, course offerings, and electives. As we move forward to our reimagined Alum Rock, we see opportunities to continue to improve our services for all our students.

Universal Course Expectations

Universal course expectations are critical for accelerating student learning by clearly defining the key standards every student must master at each grade level or in every course. This acceleration is achieved through a collaborative, data-driven cycle among teacher teams.

From these universal course expectations, the following actions will happen:

- **Calibration of Understanding:** Teacher teams will engage in deep dives into state standards and assessment documents to ensure a shared, precise understanding of key standards and what mastery looks like for all students.
- **Continuous Formative Assessment:** Common assessments will be developed and administered frequently to measure student learning on these key standards, providing ongoing data to monitor progress and identify needs.
- **Targeted Acceleration Support:** Frequent, structured data reflections will inform collaborative planning sessions, leading to the implementation of guided practice, small group instruction, and tutoring specifically designed to accelerate student achievement growth on the key standards between assessment checks.

Multi-Tiered Systems of Support

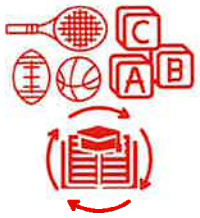
ARUSD's commitment to Multi-Tiered Systems of Support (MTSS) reflects our belief that every student deserves access to high-quality instruction, targeted interventions, and a safe, inclusive learning environment. MTSS provides a comprehensive framework that aligns academic, behavioral, and social-emotional supports to meet the diverse needs of all learners. By using data-driven decision-making and a collaborative problem-solving approach, MTSS helps us proactively identify student needs, respond with effective interventions, and monitor progress to ensure continuous improvement. As we strengthen MTSS across our district, we aim to build a more equitable, responsive, and student-centered system that fosters success for every learner, which includes:

- Before and after school academic and social support through Expanded Learning.
- Health and wellness resources in all classrooms and through on-campus resources.
- Supportive school environments with facilities improvements.
- Restructuring Special Education services to provide resources to families more directly.

Our Priority Goals

This plan is centered on 3 priority goals, 13 subgoals, and 54 recommended actions to reach them.

Throughout the strategic plan we outline each priority goal, our subgoals, and recommended actions under each subgoal. We also highlight the metrics we use to measure our progress.



ACADEMIC ACCELERATION & PROGRAMMING

Our district is dedicated to a transformative approach to academic acceleration and programming. This involves reimagining core instruction to prioritize precise, universal course expectations and a deep, collaborative understanding of key state standards among teacher teams. Central to this strategy is directly addressing systemic inequity traps through practices, policies, and structures. Chief among our practices are standards driven instruction coupled with robust common assessments and the expansion of multilingual education and robust expanded and early learning programs.



STUDENT SUPPORT & WELLNESS

Student support and wellness play a central role in ensuring that every student feels safe, valued, and ready to learn - all through ARUSD's MTSS framework. By integrating social-emotional learning, expanding behavioral health services, and centering student voice, we are building a culture where wellness is not an add-on, but a foundation for academic and personal success.



STUDENT, FAMILY, & STAFF ENGAGEMENT

Strong, authentic relationships with students, families, and staff are a foundation for our students' success and well-being. We will deepen our partnerships with families and students through culturally responsive outreach and build structures that elevate student and family voice in programming and decision-making. We will also enhance professional support systems for staff and cultivate a positive, collaborative climate.

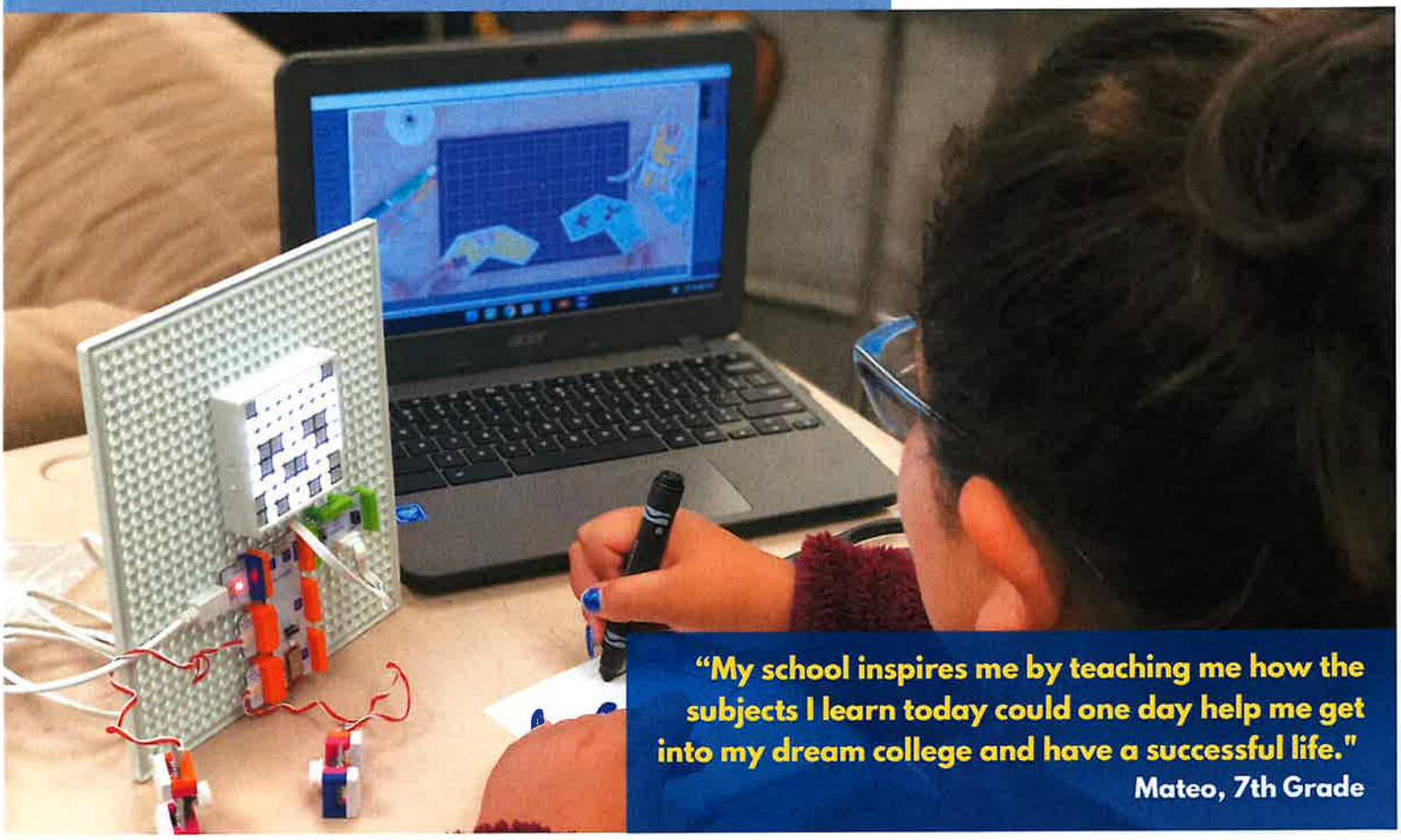
Measuring Our Progress

Our students benefit from how we measure our progress. Here's an overview of the metrics you'll see inside.

Key Indicators	Description
SBAC Results (ELA & Math)	The Smarter Balanced Assessment Consortium (SBAC) is a standardized test used throughout California that provides assessment results in both English Language Arts (ELA) and Math to measure student performance.
CAST Results (Science)	The California Science Test (CAST) is a standardized test used throughout California that provides assessment results on the California Next Generation Science Standards to measure student performance.
Panorama Education Survey Results • **Climate and Support for Academic Learning** • **Safety** • **Sense of Belonging**	The Panorama Education Survey is a research-based perception survey administered twice a year that collects feedback from students, staff, and families. Results from the survey help gauge how our community perceives our district across a range of topics. Results on three topics will help us measure progress: "Climate and Support for Academic Learning", "Safety", and "Sense of Belonging."
Wellness Center Student Visit Data	The Social Emotional Department measures every student visit to receive counseling and engagement at a Wellness Center. Among data collected is the percent of students who have a positive experience.
Suspension Rate	Suspension Rate represents the percentage of students who were suspended for an aggregate total of one full day during the school year. This indicator assesses the use of effective restorative practices and welcoming school environments.
Chronic Absenteeism	The Chronic Absenteeism indicator represents the percentage of students who are absent 10 percent or more of the instructional days they were enrolled. This indicator assesses our school-based engagement strategies and welcoming school environments.

Priority Goal 1

Academic Acceleration & Programming



Our students and families deserve academic environments that accelerates student academic growth.

This goal focuses on accelerating student learning and ensuring equitable access to a wide range of high-quality academic programs and support systems. It aims to improve student achievement across all subject areas, particularly for historically underserved student groups, by reimagining core instruction to prioritize precise, universal course expectations and a deep, collaborative understanding of key state standards among teacher teams.

The results of the ARUSD Baseline Systems Study will guide our work in establishing Universal Course Expectations and data-driven instructional practices to accelerate student learning. Alongside this work we will broaden the availability of elective offerings, expand multilingual opportunities, and work to integrate our curricular work into expanded and early learning programs.







Priority Goal 1
Academic Acceleration & Programming

SUBGOAL 1.1
Strengthen the core academic program through Universal Course Expectations and data-driven instructional practices

Recommended Actions

A. Develop and implement universal course expectations to guide strategic instruction for all learners

B. Create and implement progress monitoring assessments centered on universal course expectations

C. Facilitate data-driven strategic teacher collaboration and planning focused on closing equity gaps and accelerating student achievement

D. Implement a Multi-Tiered System of Support (MTSS) to provide targeted interventions and support for students not meeting expectations

SUBGOAL 1.2
Broaden the availability of elective offerings including STEAM, art, music, world languages, and Expanded Learning programs

Recommended Actions

A. Expand course offerings, specifically increasing options in World Language, Visual and Performing Arts (VAPA), and Science, Technology, Engineering, Arts, and Mathematics (STEAM)

B. Establish and implement an Ethnic Studies curriculum across all middle schools to include students' identities, cultures, and lived experiences in the classroom

C. Recruit and retain highly qualified teachers for World Languages, Dual Immersion, Visual and Performing Arts, and STEAM courses

SUBGOAL 1.3
Expand multilingual opportunities for students and staff

Recommended Actions

A. Develop and implement a Multilingual Master Plan to support multilingual learners in their language development in both English and other languages

B. Expand afterschool opportunities for students to obtain multilingual learning opportunities

C. Grow ARUSD's Vietnamese Dual Language Immersion program to include middle school offerings

D. Provide professional development to all teachers on the best practices for designated and integrated English Language Development to support student English language acquisition

SUBGOAL 1.4

Work with early and expanded learning partners to align curricula and activities in support of the Universal Course Expectations

Recommended Actions

A. Develop strategic actions aligned to California Preschool/Transitional Kindergarten Learning Foundations (PTKLF) to implement targeted actions that prepare students for their future education

B. Establish workgroup and process to align the work of Early and Expanded Learning partners to Alum Rock's selected priority standards

C. Provide training and professional development so that all Early and Expanded Learning providers become familiar with ARUSD's learning platforms and learning assessments

D. Develop targeted intervention support practices for partner implementation including actions like small-group support for Kindergarteners

SUBGOAL 1.5

Build capacity of all staff aligned to district goals, strengthen instructional and operational practices, and support continuous improvement to advance student outcomes

Recommended Actions

A. Provide ongoing skill-based professional development aligned with and relevant to staff needs and district goals

B. Focus professional development for administrators on leading instructional improvement, supporting MTSS implementation, and aligning site goals to district priorities

C. Implement structures where teachers participate in structured, collaborative professional learning that supports rigorous instruction, data-driven practices, and culturally responsive pedagogy

D. Provide role-specific training for classified staff that enhances their ability to contribute to safe, inclusive, and welcoming school environments

E. Ensure district leaders and office staff lead and model systemwide coherence by designing and supporting professional development that is data-informed, equity-focused, and aligned to strategic goals





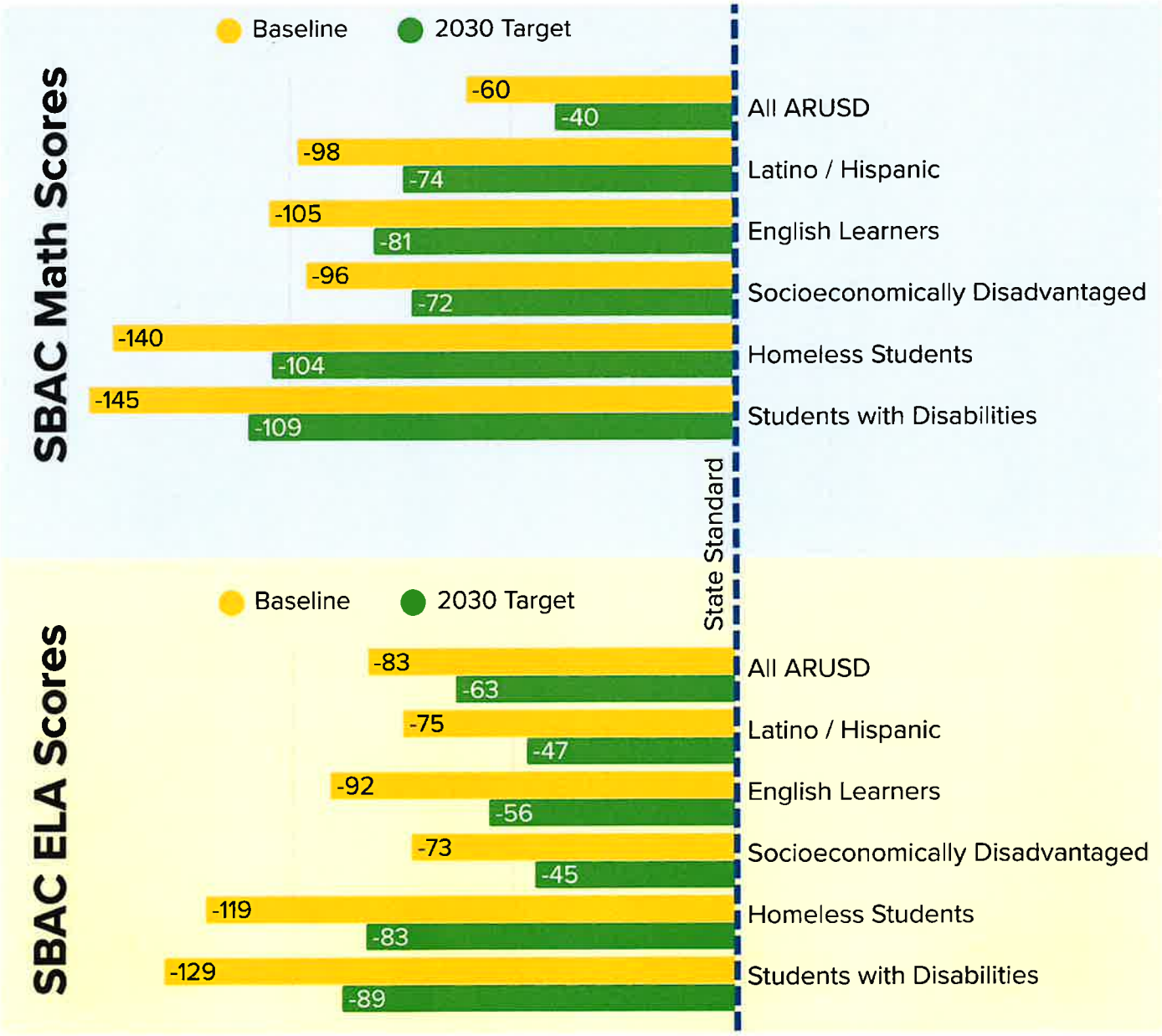


Priority Goal 1
Academic Acceleration & Programming

Priority Goal 1 | Academic Acceleration and Programming

Metrics and Progress Indicators

By 2030, Alum Rock Union Elementary School District will decrease the average distance from standard in English Language Arts (ELA) and Mathematics by at least 20 points from the 2023-2024 baseline as measured by the Smarter Balanced Assessment Consortium Distance from Standard (DFS) measure. Baseline year ELA DFS is -60.4, Math DFS is-83). There will be a special focus on improving outcomes for all student subgroups, particularly English Learners and socioeconomically disadvantaged students.

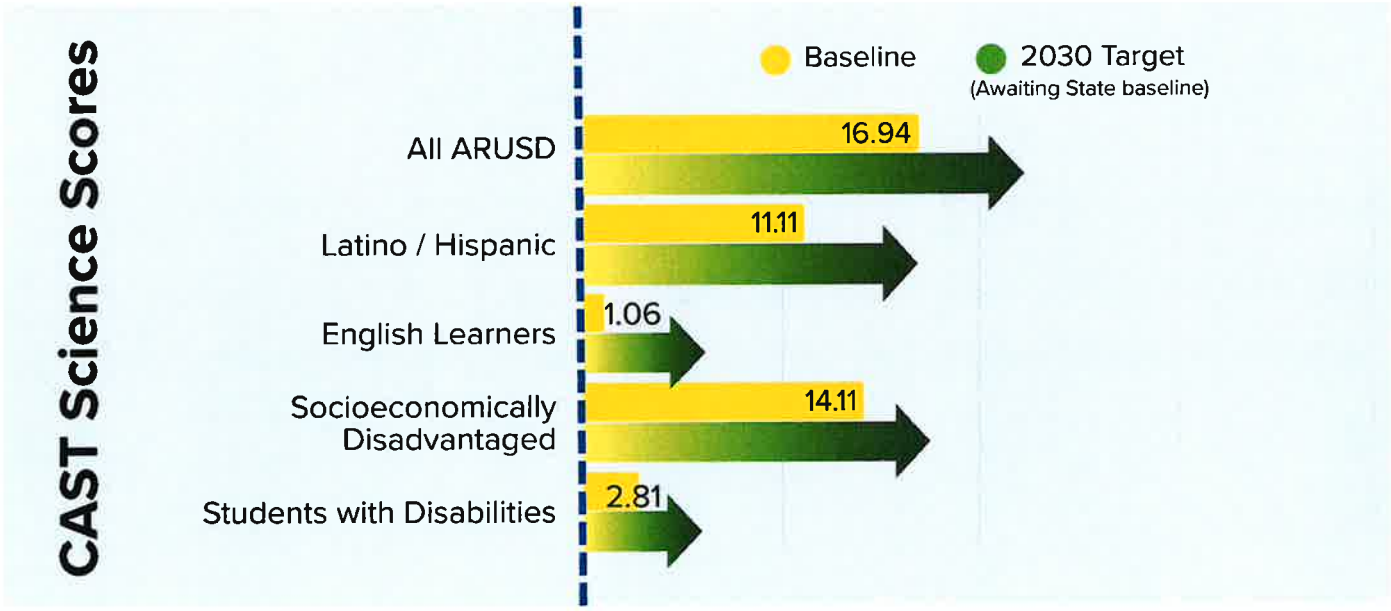


*Measured as Distance from Standard on the 2024 results of the Smarter Balanced Assessment Consortium.

Priority Goal 1 | Academic Acceleration and Programming

Metrics and Progress Indicators

By 2030, Alum Rock Union Elementary School District will increase the percent of students who meet or exceed the California Science Test assessment. The test is given to students in their 5th, 8th, and 11th grade years. Currently, ARUSD is awaiting the release of baseline growth data by the California Dashboard to set a growth goal. The growth goal will have a special focus on improving outcomes for all student subgroups, particularly English Learners and socioeconomically disadvantaged students.



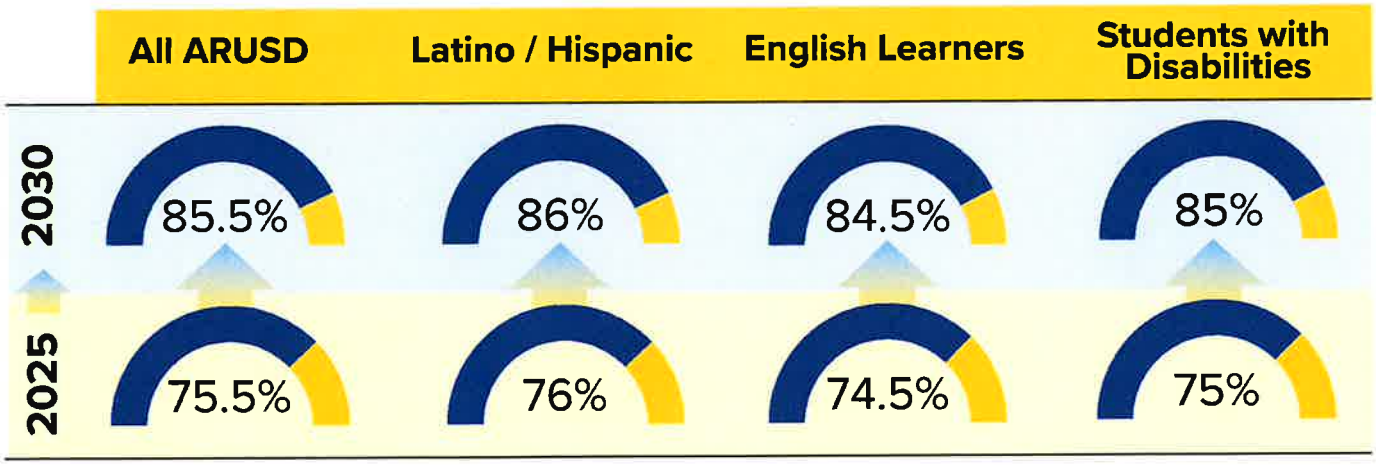
*Measured as % of Students in 5th and 8th grade who Met or Exceeded Standard on the 2024 results of the California Science Test.

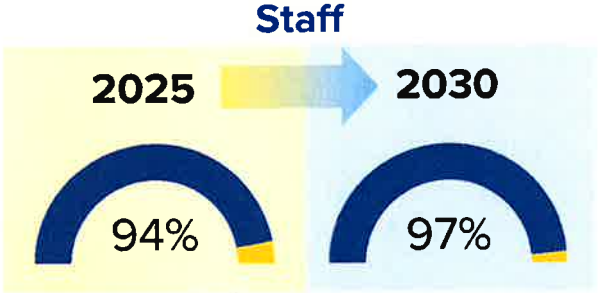
Metrics and Progress Indicators

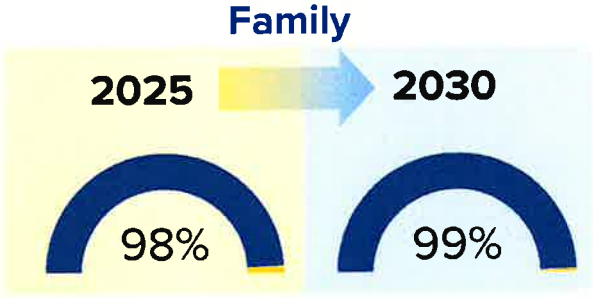
By 2030, Alum Rock Union Elementary School District will increase the number of students who feel academically supported at school, as measured by the Panorama Survey Climate and Support for Academic Learning Indicator There will be a special focus on improving outcomes for all student subgroups, particularly English Learners and socioeconomically disadvantaged students.

Panorama Survey
Feeling Academic Support on Campus

Data represents percent of population responding favorably to questions about how academically supported they feel on campus as measured by the Climate and Support for Academic Learning Indicator on the Spring 2025 Panorama Education Survey at ARUSD. Among the questions asked are to what extent do adults encourage students to work hard, whether adults help students with schoolwork, and whether the school has high expectations and promotes academic success.

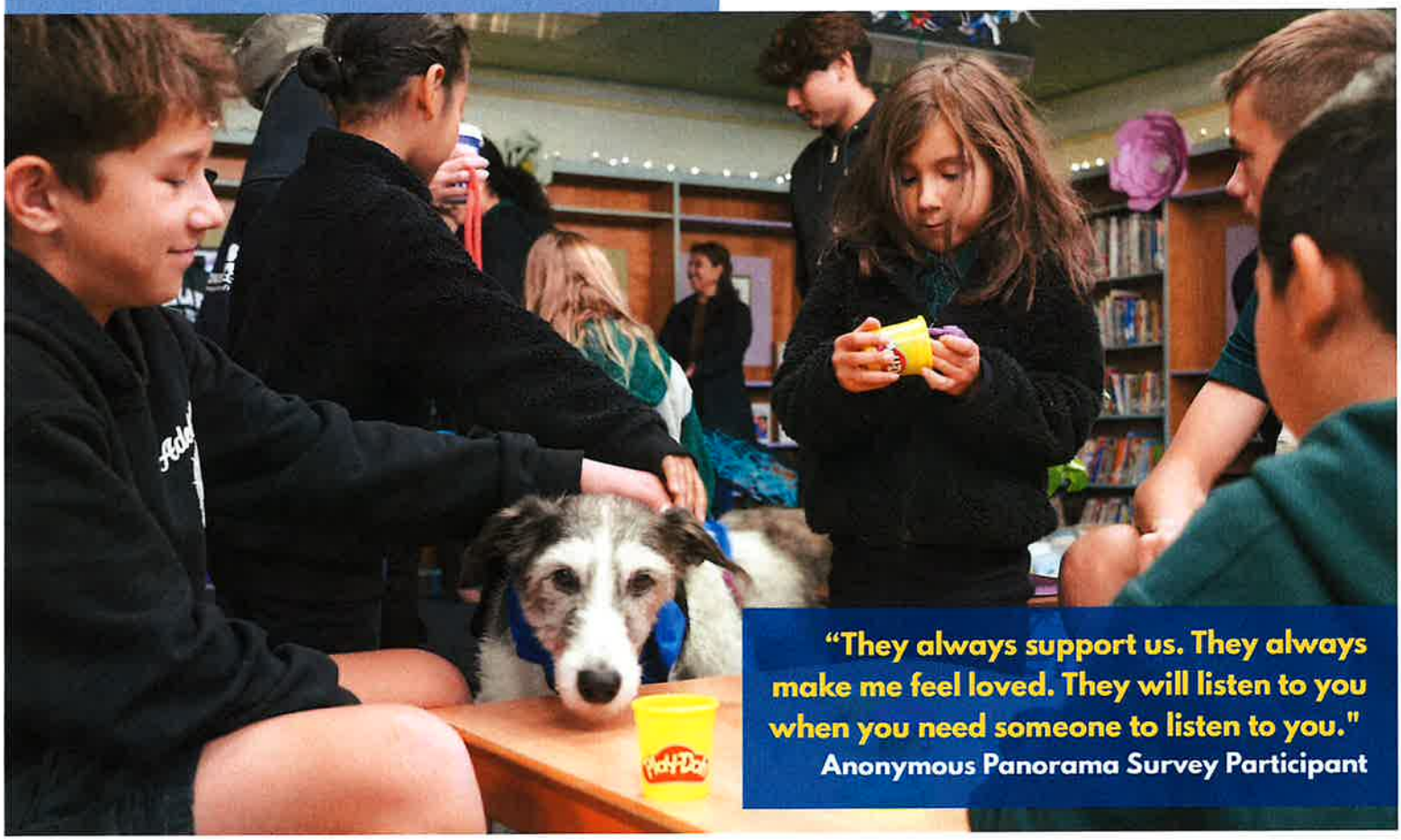






Priority Goal 2

Student Supports & Wellness



Our students and families deserve welcoming school environments where we can attend to their needs.

Every student deserves to feel safe, valued, and supported at school. When students' social, emotional, behavioral, and mental health needs are met, they are more likely to engage in learning and thrive. This goal reflects Alum Rock's commitment to fostering welcoming environments where every student, especially our English Learners and socioeconomically disadvantaged youth, has equitable access to the supports they need to succeed.

Students have made it clear: being listened to, having a safe space to express emotions, and feeling cared for by adults on campus matters deeply. Their voices are at the heart of this work. Through a cohesive, districtwide multi-tiered system of support, integrated social-emotional learning, expanded behavioral health services, and the implementation of the community schools model, we aim to meet the full spectrum of student needs. This goal is not about programs—it's about creating a culture where student wellness is foundational to academic achievement and long-term success.



Priority Goal 2
Student Supports & Wellness

SUBGOAL 2.1
Strengthen social and emotional learning integration within the instructional day

Recommended Actions

A. Ensure all classrooms have a welcoming environment and spaces for student self-regulation

B. Systematize implementation of processes for classroom teachers to utilize the SEL Tier 1 curriculum

C. Equip school staff with resources and the knowledge base to address student social emotional needs in the classroom

D. Ensure school-based counseling system supports and addresses the needs identified in counseling referrals

SUBGOAL 2.2
Implement a districtwide multi-tiered system of support for students' academic, behavioral, and social and emotional development

Recommended Actions

A. Standardize process for school-wide positive behavioral intervention

B. Expand opportunities for students to receive behavioral and academics supports outside of the school day

C. Refine and standardize districtwide SST (Student Success Team) and 504 processes to ensure students receive tailored support services every 6 weeks

D. Build a standardized catalog of tiered interventions for staff use and track the success of said interventions

E. Establish clear, consistent, and measurable outcomes for MTSS activities, ensuring it is tied to the student outcome data

SUBGOAL 2.3
Expand access to student behavioral health services

Recommended Actions

A. Establish districtwide system to screen students' behavioral health needs

B. Build internal capacity of schools to manage direct referrals for services after students are screened

C. Establish a financial sustainability plan to ensure the continuation of services leveraging reimbursements

(Continued on next page)

SUBGOAL 2.3 (Continued)
Expand access to student behavioral health services

Recommended Actions (Continued)

D. Partner with community partners to ensure our services are aligned to the Children & Youth Behavioral Health Master Plan and the California Children & Youth Behavioral Health Initiative

E. Establish clear, consistent, and measurable outcomes for referral activities, ensuring it is tied to the student outcome data

SUBGOAL 2.4
Implement the community schools model

Recommended Actions

A. Each school establishes CARE (Coordinating Accessible Resources for Emotional Wellness) team to provide appropriately leveled services

B. Advance the three priorities identified in the CCSPP Grant to provide student support services





Priority Goal 2
Student Supports & Wellness

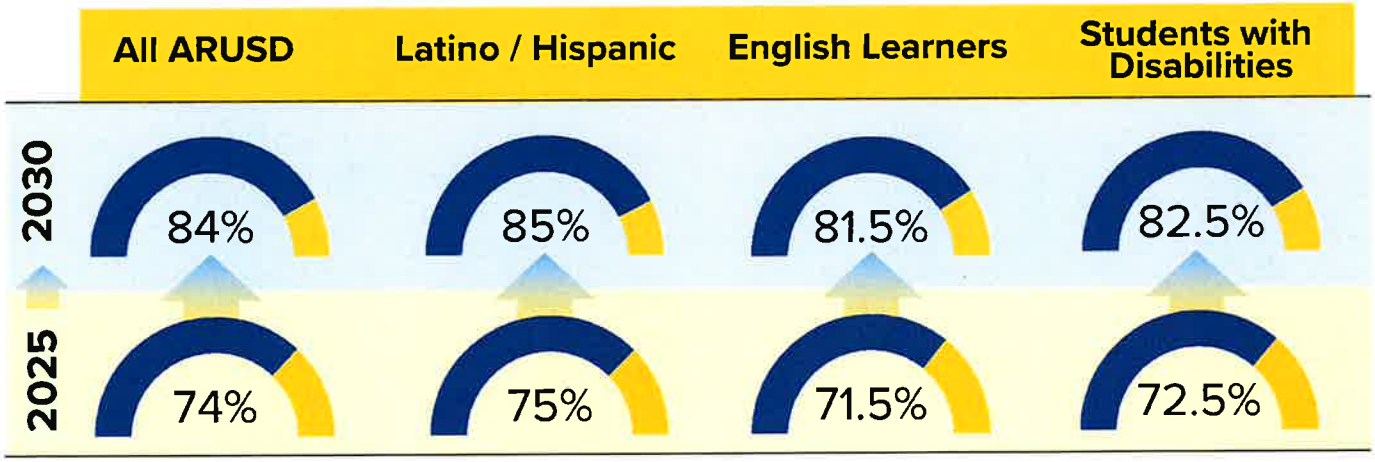
Priority Goal 2 | Student Supports and Wellness

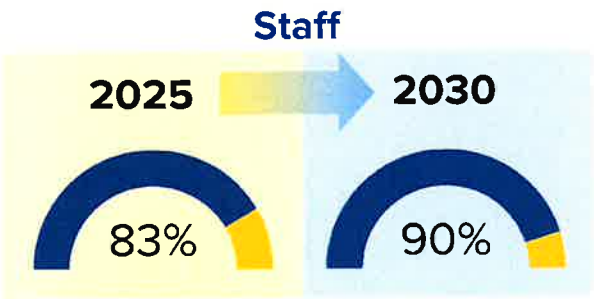
Metrics and Progress Indicators

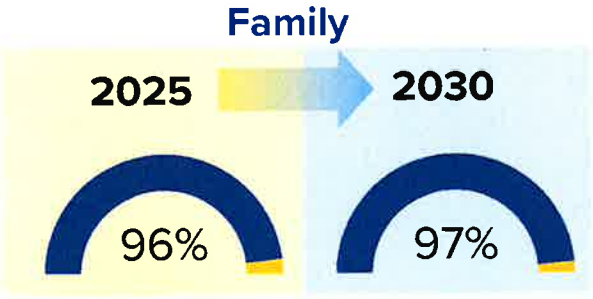
By 2030, Alum Rock Union Elementary School District will increase the number of students who feel safe at school, the percentage of students who respond favorably to wellness center visits, and will implement restorative practices to reduce the number of students that are suspended. There will be a special focus on improving outcomes for all student subgroups, particularly students who are homeless, students with disabilities, English Learners, and socioeconomically disadvantaged students.

Panorama Survey
Feeling Safe on Campus

Data represents percent of population responding favorably to questions about how safe they feel on campus as measured by the Safety Indicator on the Spring 2025 Panorama Education Survey at ARUSD. Among questions asked are if one has experienced or observed bullying behavior and to the extent they feel safe on campus.







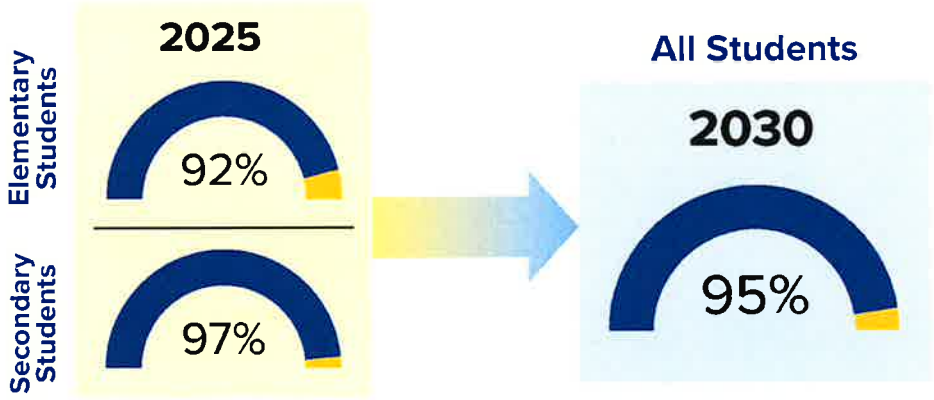
Priority Goal 2 | Student Supports and Wellness

Metrics and Progress Indicators

By 2030, Alum Rock Union Elementary School District will increase the number of students who feel supported in the classroom and at school, the percentage of students who respond favorably to wellness center visits, and will implement restorative practices to reduce the number of students that are suspended. There will be a special focus on improving outcomes for all student subgroups, particularly English Learners and socioeconomically disadvantaged students.

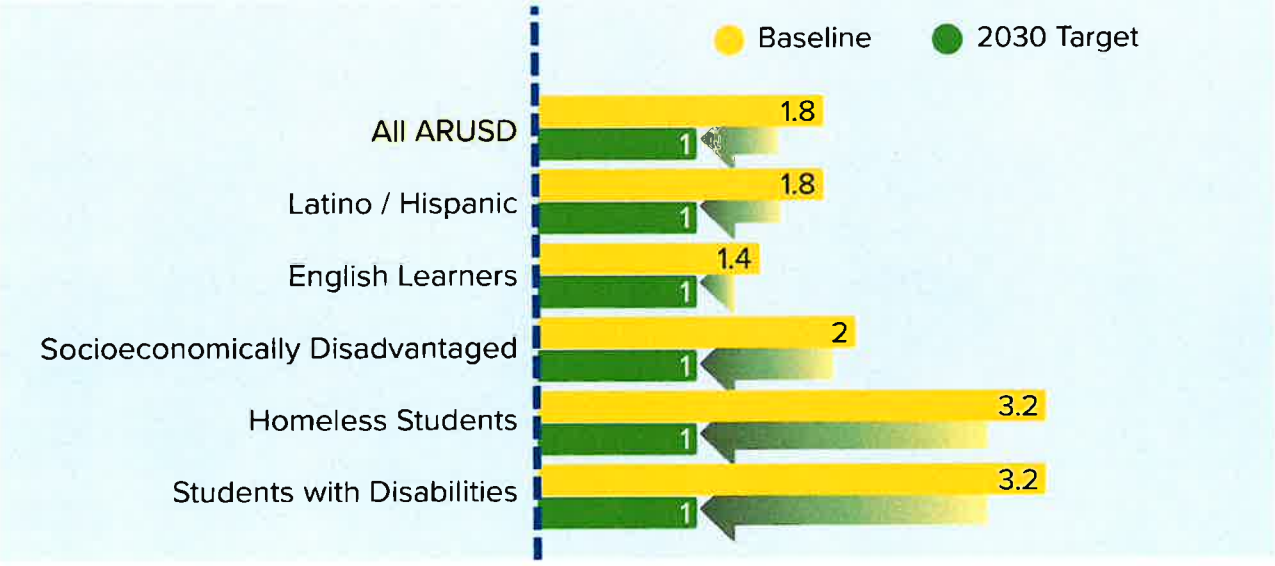
Wellness Visits

Data represents percent of population responding that their Wellness Center visit led to a positive experience. Baseline data from Spring 2025 Wellness Center Check-In and Check-Out.



Suspension Rate

Data represents percent of population suspended at least one day. Data from the 2023-2024 Suspension Rate as reported by the California School Accountability Dashboard.



Priority Goal 3

Student, Family, & Staff Engagement



Our students, families, and staff deserve welcoming school environments where we can attend to their needs.

We are committed to building strong, authentic relationships with students, families, and staff as a foundation for success and well-being. We believe engagement is more than participation—it is meaningful collaboration that values every voice and reflects our community's strengths and diversity.

To realize this goal, we are connecting instruction to student's lived experiences, expanding our comprehensive parent engagement opportunities, engaging our staff, and fostering a safe, welcoming, and inclusive school climate for all students. We will deepen our partnerships with families and students through culturally responsive outreach and build structures that elevate student and family voice in programming and decision-making. We will also enhance professional support systems for staff and cultivate a positive, collaborative climate.

SUBGOAL 3.1

Connect Instruction to students' identities, cultures, and experiences

Recommended Actions

A. Include students' identities, cultures, and lived experiences in daily classroom instruction through multiple methods

B. Schools and classroom physical spaces hold artifacts that reflect students' identities, cultures, and experiences

C. Develop monthly supplemental instructional materials for educator use that reflect the cultural backgrounds of ARUSD students

D. Celebrate monthly community events to celebrate students' identities, cultures, and lived experiences

E. Elevate student voice in curriculum development and instructional planning through the Student Advisory Committee

SUBGOAL 3.2

Expand Parent University as a comprehensive parent engagement initiative

Recommended Actions

A. Develop a monthly workshop series for parents with flexible delivery options

B. Provide workshops, resources, and support tailored to community needs

C. Build parent capacity to lead site-based and district-level decision-making bodies (e.g., ELAC, SSC, DAC, DELAC)

D. Build capacity of Community Liaisons and School-Linked Services to strengthen school-home communication and engagement

E. Establish clear, consistent, and measurable learning outcomes for all parent engagement activities, ensuring it is tied to the satisfaction of learning

SUBGOAL 3.3

Retain and recruit high-quality staff with environments where they are valued

Recommended Actions

A. Develop a seamless onboarding process for new employees

B. Develop comprehensive staff recognition program to celebrate staff contributions through events and acknowledgements

C. Conduct quarterly climate surveys and action-planning sessions with site leadership teams

D. Implement a targeted professional development series on culturally responsive pedagogy, trauma-informed practices, and wellbeing







Priority Goal 3

Student, Family, & Staff Engagement









Priority Goal 3
Student, Family, & Staff Engagement

SUBGOAL 3.4
Foster a safe, welcoming, and inclusive school climate for all students

Recommended Actions

A. Develop and carry out a comprehensive facilities plan for a Safe and Welcoming School Environment

B. Equip staff to welcome students to their classroom via restorative approaches to discipline and positive engagement

C. Establish and implement a positive attendance system for all students and specific supports for chronically absent students

D. Build on the actions identified in Priority Goal 2 to support positive school climate



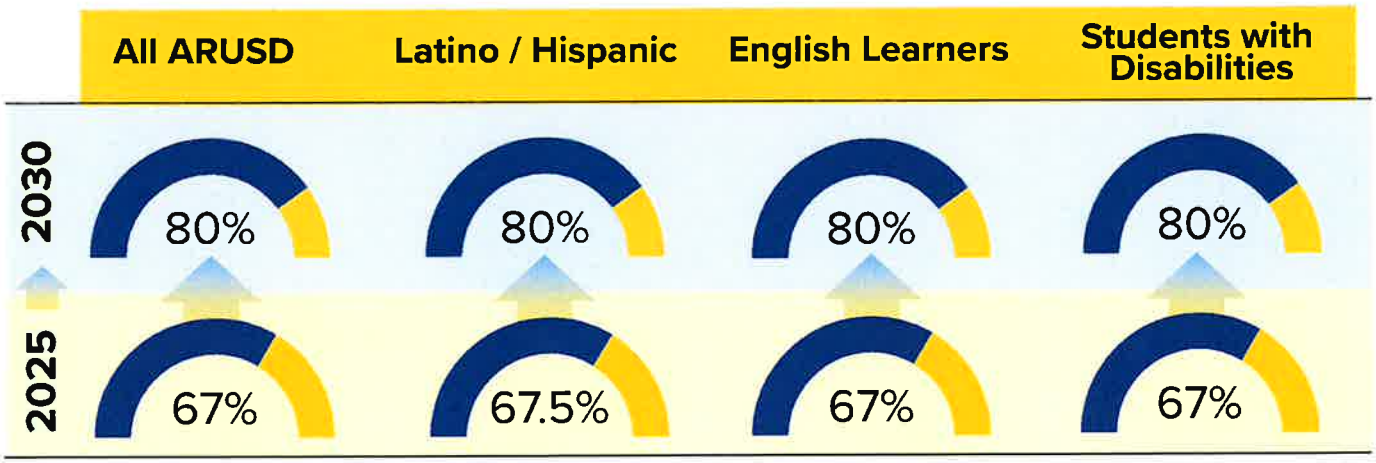
Priority Goal 3 | Student, Family, & Staff Engagement

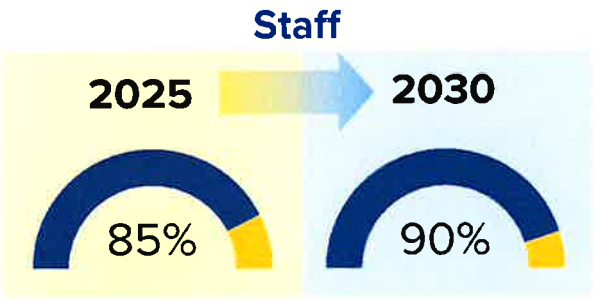
Metrics and Progress Indicators

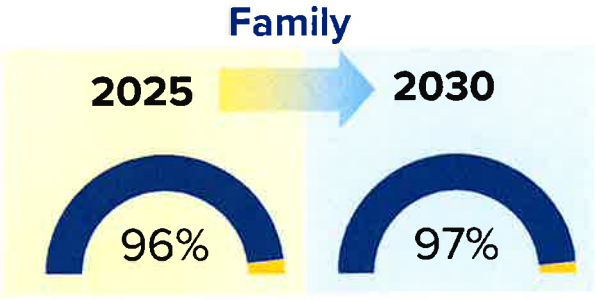
By 2030, Alum Rock Union Elementary School District will increase the number of students, staff, and families who feel a sense of belonging at school by 10% to help improve school climate and conditions for student success. Through our efforts to improve sense of belonging, we aim to reduce chronic absenteeism districtwide by 5%. There will be a special focus on improving outcomes for all student subgroups, particularly students who are homeless, students with disabilities, English Learners, and socioeconomically disadvantaged students.

Panorama Survey
Sense of Belonging to School

Data represents percent of population responding favorably to questions about how much they feel like they belong at school as measured by the Sense of Belonging Indicator on the Spring 2025 Panorama Education Survey at ARUSD. Among questions asked are if one feels close people to school, if one is happy at school, if the school environment is supportive, and if staff treat people fairly at school.







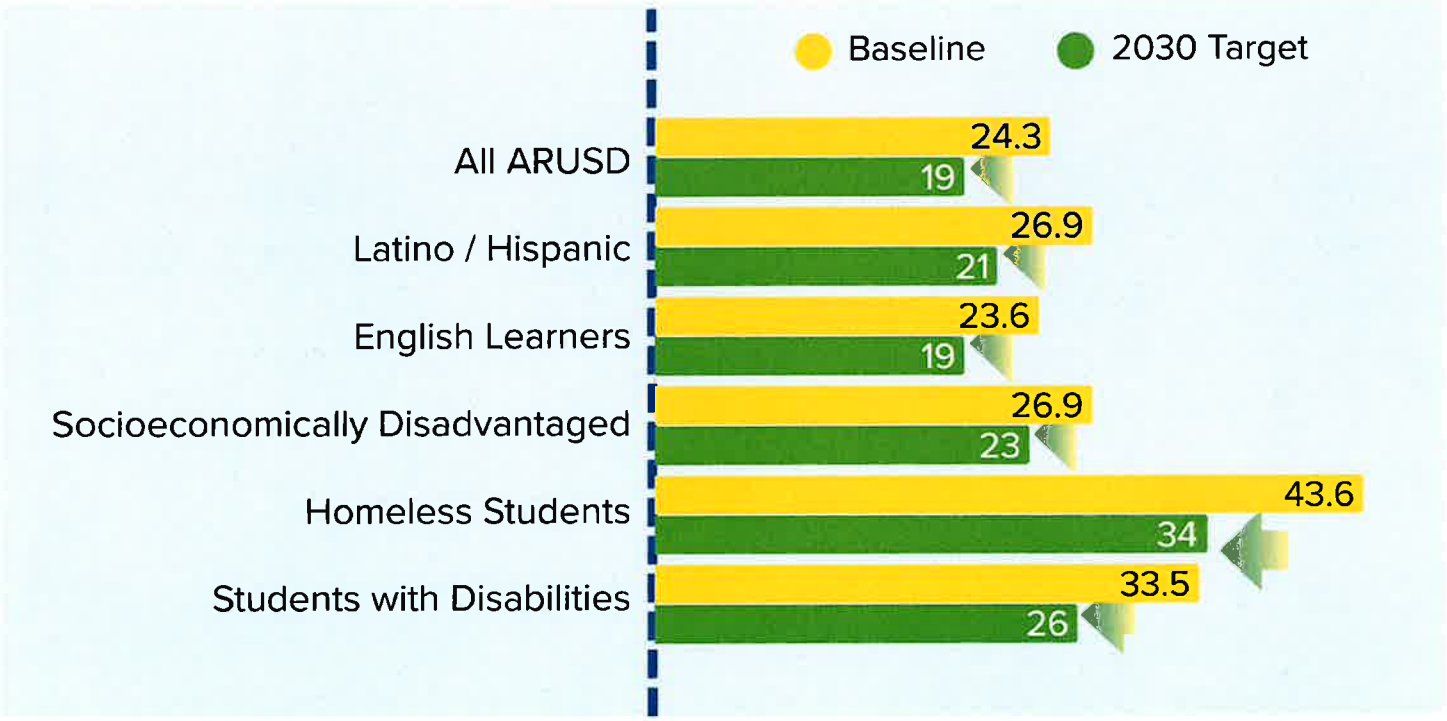
Priority Goal 3 | Student, Family, & Staff Engagement

Metrics and Progress Indicators

By 2030, Alum Rock Union Elementary School District will increase the number of students, staff, and families who feel a sense of belonging at school by 10% to help improve school climate and conditions for student success. Through our efforts to improve sense of belonging, we aim to reduce chronic absenteeism districtwide by 5%. There will be a special focus on improving outcomes for all student subgroups, particularly students who are homeless, students with disabilities, English Learners, and socioeconomically disadvantaged students.

Chronic Absenteeism

Data represents percent of population considered chronically absent. Data from the 2023-2024 Chronic Absentee Rate as reported by the California School Accountability Dashboard. Chronic Absenteeism is the percentage of students who are absent 10 percent or more of the instructional days they were enrolled. This indicator assesses our school-based engagement strategies and welcoming school environments.



Next Steps

Where do we go from here?

The priority goals, subgoals, and recommended actions outlined in this plan chart the path forward for ARUSD. It is our strategic actions that will make our district even more welcoming and prepares even more of our students for their future. Together we can make Vision 2030 a reality. Here's what you can expect in the next steps and next phase at ARUSD.

01

Baseline Systems Study Results

Summer 2025

The Baseline Systems Study will comprehensively review our students' educational experience and hone in on the practices that work for our students. The results will provide us with information and data to develop our teacher-driven action plan for improvement.

02

Setting Universal Course Expectations

Starting 2025-2026 School Year

From our Baseline Systems Study, we will develop a teacher-driven plan for action and develop Universal Course Expectations to identify key standards every student must master at each grade level.

03

Develop Internal Implementation Plans

Starting 2025-2026 School Year

As we move forward on the Baseline Systems Study, departments at the district level will work to develop internal implementation plans to implement the actions identified throughout this strategic plan.

04

Annual Evaluation & Updates

Annual Updates to Strategic Plan

As we approach 2030, ARUSD will provide annual districtwide updates on the progress towards our goals, along with evaluations of our progress on the metrics identified throughout this strategic plan.

Thank you for your continued support.

Alum Rock Union Elementary School District
2930 Gay Ave, San Jose, CA 95127
(408) 928-6800

Connect with us!
www.arusd.org
inform@arusd.org
@alumrockunion

5.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 15, 2025

Subject: **Alpha Public Schools:**
Charter School Facilities Program Proposition 2
Application – Agreement for Rehabilitation

Support Information: Alpha Public Schools is submitting a proposed application for a Charter School Facilities Program Proposition 2 for both rehabilitation and new construction.

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution No. 76-24/25 Certification of the Number of Unhoused Pupils to be Housed by Alpha Under the State School Facility Program.

Submitted by: Germán Cerda Title: Superintendent

To the Board of Trustees: Meeting: June 26, 2025
Regular Board Meeting

Recommend Approval

5.2
Agenda Placement

German Cerda PT
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

AGREEMENT FOR REHABILITATION
1601 CUNNINGHAM AVENUE

This Agreement is made by and between Alum Rock Union Elementary School District, a district duly formed and existing under the law of the State of California ("District") and Alpha Public Schools Inc. ("Charter School"), a 501(c)(3) tax exempt organization that operates four charter schools, including Alpha: Blanca Alvarado.

RECITALS

WHEREAS, the Charter School Facilities Program, California Education Code section 17078.52 et seq. ("CSFP") provides funding to charter schools for school facilities;

WHEREAS, the passage of Propositions 47, 55, 1D, 51 and 2 have made $2.0 billion available to charter schools for the construction of new facilities or rehabilitation of existing school district facilities through the state-funded Charter School Facilities Program ("CSFP"), which is jointly administered by the California School Finance Authority and the Office of Public-School Construction;

WHEREAS, the District is the title holder and owner of the property located at 1601 Cunningham Avenue, in the City of San Jose, County of Santa Clara;

WHEREAS, Charter School notified the District of its desire to submit an application for CSFP funds to rehabilitate all or part of 1601 Cunningham Avenue which is currently used by Charter School to accommodate Alpha: Blanca Alvarado, as permitted by its charter petition and its facilities use agreement;

WHEREAS, pursuant to Section 1859.163.4, Title 2, Division 2, Chapter 3, Subchapter 4, Subgroup 3.5 of the California Code of Regulations, a charter school applying to the CSFP on its own behalf must submit an agreement between the school district and the charter school for the use of facilities to be rehabilitated. The agreement must have been discussed and approved by the Board of Education at a noticed, public board meeting;

WHEREAS, if the charter school's application is approved for CSFP funding, District and Charter School intend to enter into negotiations to execute a Facilities Use Agreement to establish mutually acceptable terms for the rehabilitation project;

NOW THEREFORE, the Parties hereto agree as follows:

1. Charter School represents it will submit to the State of California Office of Public-School Construction an application requesting CSFP funding for rehabilitation of 1601 Cunningham Avenue. Charter School further acknowledges and agrees that Charter School is responsible for the required matching share of funds, which is equal to the entitlement awarded.

2. If CSFP funding is awarded to the Charter School, subject to approval of an acceptable Facilities Use Agreement and prior District approval of design and construction plans, the District agrees to make the site available for rehabilitation with CSFP funding.

5.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 15, 2025

Subject: **Resolution No. 76-24/25**
Certification of the Number of Unhoused Pupils to be Housed by Alpha Public Schools Under the State School Facility Program.

Support Information: Alpha Public Schools is submitting a proposed application for a Charter School Facilities Program Proposition 2 for both rehabilitation and new construction. This resolution is to certify to the number of unhoused students that will be served by the proposed charter school project(s).

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution No. 76-24/25 Alpha Public Schools' Charter School Facilities Program Proposition 2

Submitted by: Germán Cerda Title: Superintendent

To the Board of Trustees: Meeting: June 26, 2025
Regular Board Meeting

Recommend Approval

5.3
Agenda Placement

German Cerda
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 76-24/25

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
BOARD OF EDUCATION

Certification of the Number of Unhoused Pupils to be Housed by Alpha Public Schools under the State School Facility Program.

WHEREAS, Alpha Public Schools is applying on its own behalf to the State Allocation Board/Office of Public-School Construction for funding under the Charter School Facilities Program pursuant to Article 12, Chapter 12.5, Part 10, Division 1, commencing with Section 17078.52, et. seq. of the Education Code, and

WHEREAS, at least 30 days prior to the submission of the application for funding under Education Code 17078.52, et. seq., Alpha Public Schools has provided a letter of intent to file a new construction application to the Superintendent of the District pursuant to Education Code 17078.53; and

WHEREAS, Education Code Section 17078.53(d)(2) requires the governing board of the district where the proposed charter school will be located to certify to the number of unhoused students that will be served by the proposed charter school project(s) at a publicly held Board meeting; and

WHEREAS, the District has completed the required documents to update its new construction eligibility baseline for the 2024/2025 school year under the School Facilities Program pursuant to Article 3, Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., of the Education Code; and

WHEREAS, the District has **NO** unhoused pupil eligibility according to the State formula for the determination of District unhoused pupils; and

WHEREAS, the District has determined that Alpha Public Schools will serve a total of zero (0) unhoused pupils due to the lack of unhoused pupils as shown on the Attachment; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Alum Rock Union Elementary School District hereby certifies that there will be zero (0) unhoused pupils that will be housed by the Alpha Public Schools: Blanca Alvarado project.

PASSED AND ADOPTED, by the Governing Board of the Alum Rock Union Elementary School District at a meeting held this 26th day of June, 2025, at San Jose, California, by the following vote:

Ayes: _____ Noes: _____ Abstentions: _____ Absences: _____

I, Linda Chavez, President of the Governing Board of the Alum Rock Union Elementary School District in Santa Clara County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a meeting thereof held at its regular place of meeting on, and by the vote above stated, which resolution is on file in the office of said Board.

_____
President, Board of Education

ATTACHMENT

CALCUATION OF UNHOUSED PUPILS
TO BE HOUSED IN THE
ALPHA PUBLIC SCHOOLS: BLANCA ALVARADO
APPLICATION FOR NEW CONSTRUCTION UNDER THE
CHARTER SCHOOL FACILITIES PROGRAM

Alum Rock Union Elementary School District	**K-6**	**7-8**	**Non-Severe SDC**	**Severe SDC**
Current New Construction Eligibility Baseline	1,253	-1,786	-250	135
2024/2025 Enrollment Update	- 0	-0	-0	-0
Unhoused Pupils	**0**	**0**	**0**	**0**

The Alpha Public Schools: Blanca Alvarado project proposes to build new classrooms to house 125 students. As the district has no unhoused pupils as demonstrated above, the Alpha Public Schools project will not house any unhoused pupils.

5.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 5, 2025

Subject: **Review and Approve the 2025-2026 Local Control Accountability Plan (LCAP), 2024-2025 LCAP Annual Update, 2025-2026 Budget Overview for Parents and 2025-2026 LCAP Addendum.**

Support Information: LEAs are required to develop, adopt and annually update a three-year Local Control Accountability Plan (LCAP). The LCAP must include a description of the annual goals to be achieved for each student group for each state priority and any locally identified priorities. The LCAP also contains expenditures to support pupil outcomes and overall performance. The LCAP must include an annual review of the effectiveness of the goals, actions and services from the current year, a Budget Overview for Parents and LCAP Addendum.

Fiscal Impact: None

Budgeted: No Cost

Budget Source: None

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the 2025-2026 Local Control Accountability Plan (LCAP), 2024-2025 Annual update, 2025-2026 Budget Overview for Parents and the 2025-2026 LCAP Addendum.

Approved by: Sandra Garcia Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: June 26, 2025
Regular Board Meeting

Recommend Approval

5.4
Agenda Placement

German Cerda (PT)
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



2025/2026 LCAP



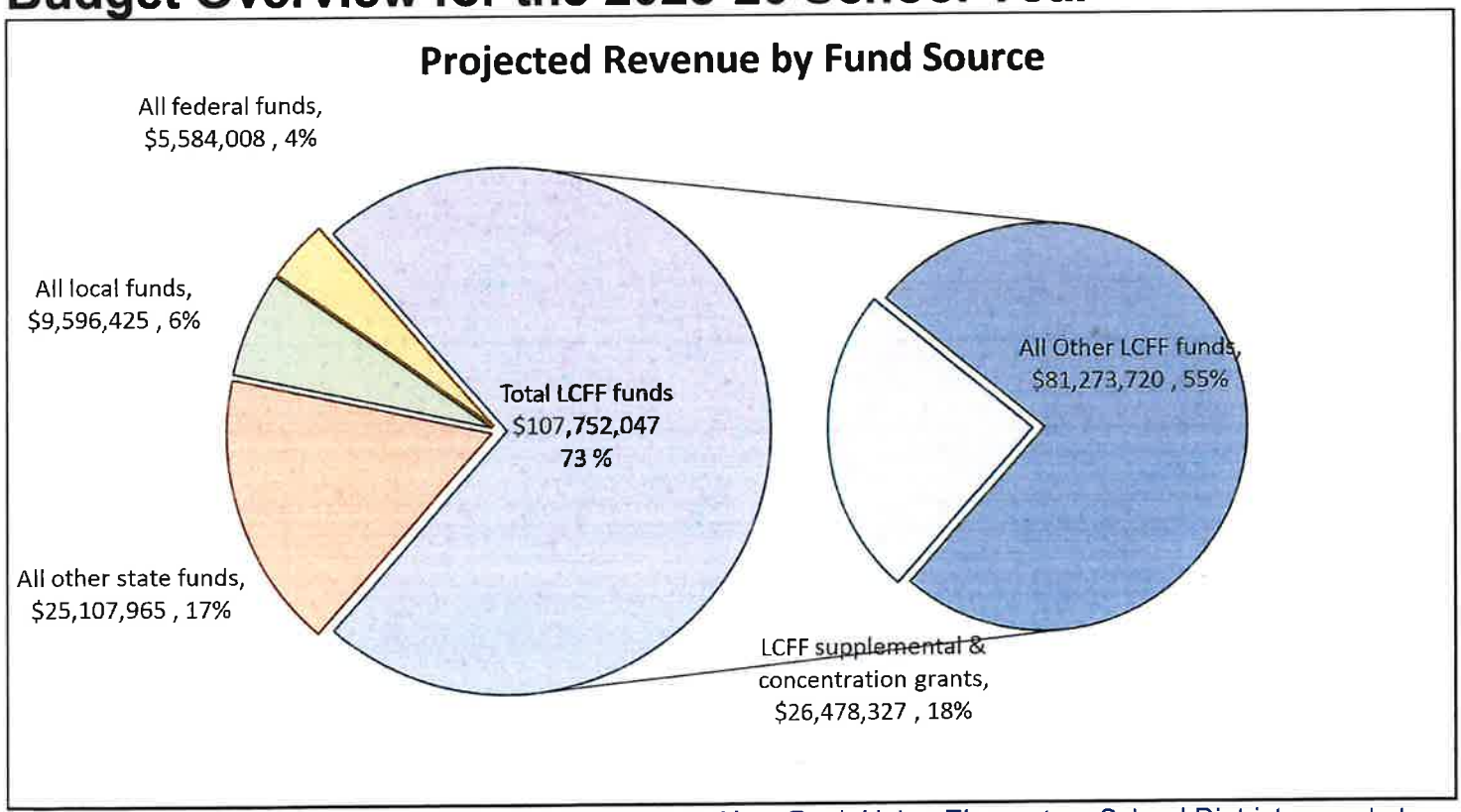
BUDGET OVERVIEW FOR PARENTS

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Alum Rock Union Elementary School District
CDS Code: 43693690000000
School Year: 2025-26
LEA contact information:
Kiela Jimenez, Ed. D.
Director of State and Federal Programs
kiela.jimenez@arusd.org
(408) 928-6935

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2025-26 School Year



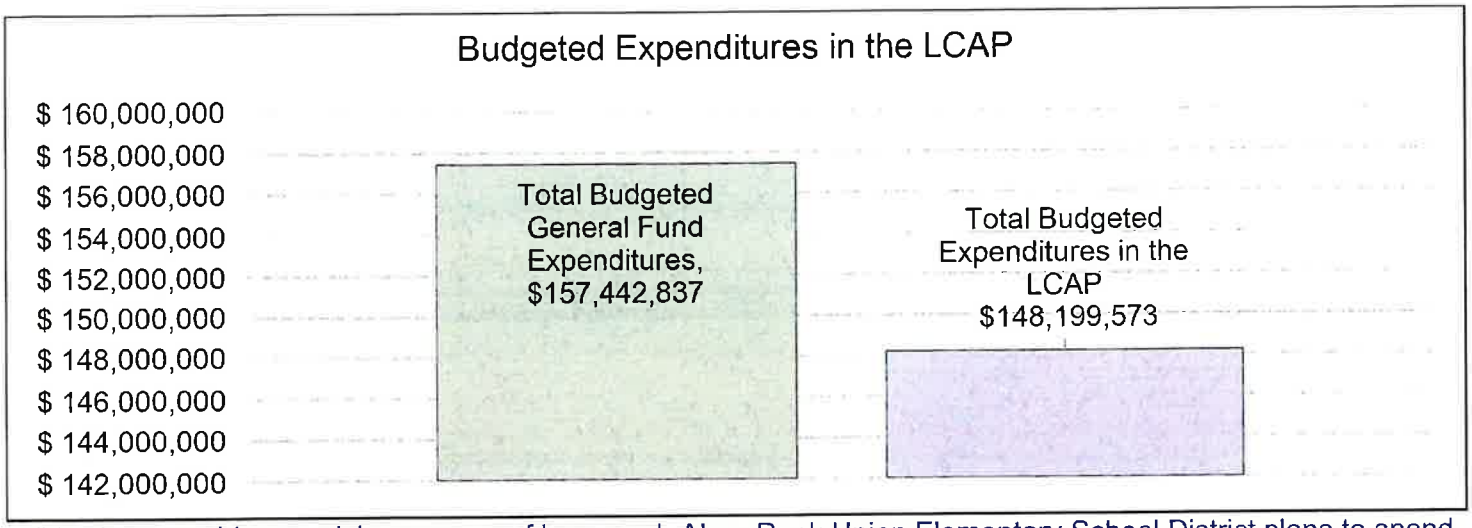
This chart shows the total general purpose revenue Alum Rock Union Elementary School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Alum Rock Union Elementary School District is $148,040,445, of which $107,752,047 is Local Control Funding Formula (LCFF), $25,107,965 is other state funds, $9,596,425 is local funds, and $5,584,008 is federal funds. Of the

$107,752,047 in LCFF Funds, $26,478,327 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Alum Rock Union Elementary School District plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Alum Rock Union Elementary School District plans to spend $157,442,837 for the 2025-26 school year. Of that amount, $148,199,573 is tied to actions/services in the LCAP and $9,243,264 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

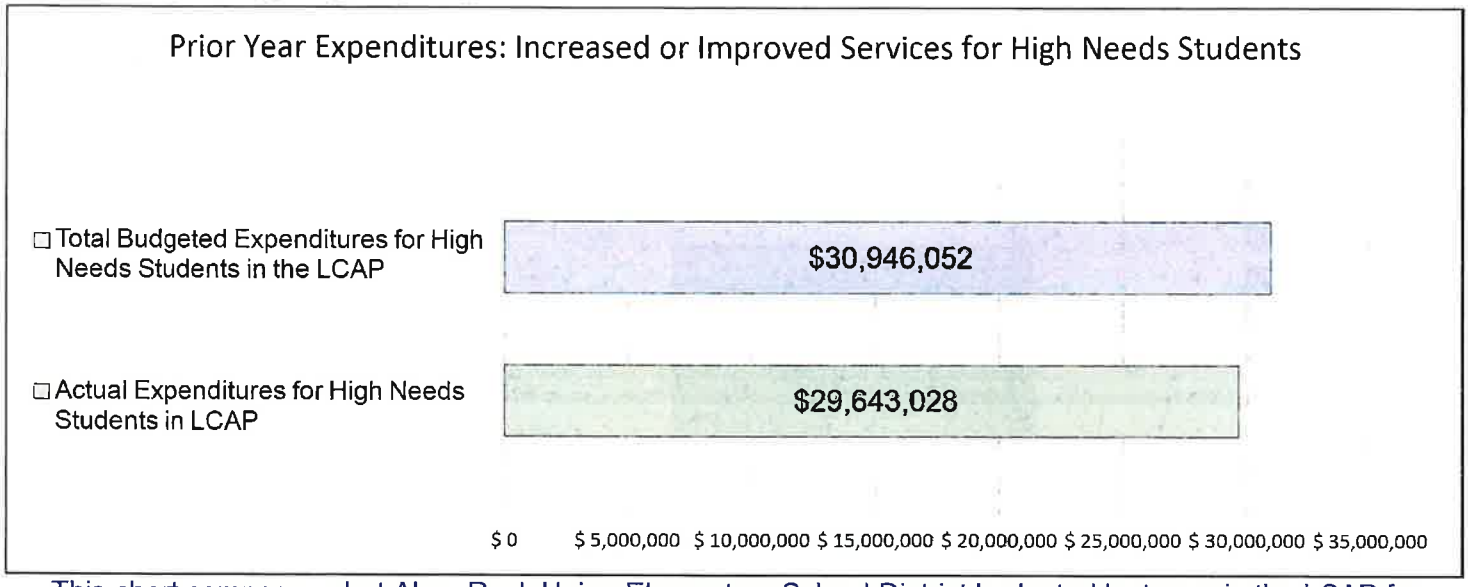
The General Fund expenditures not included in the LCAP are STRS on Behalf and a few restricted local grants.

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Alum Rock Union Elementary School District is projecting it will receive $26,478,327 based on the enrollment of foster youth, English learner, and low-income students. Alum Rock Union Elementary School District must describe how it intends to increase or improve services for high needs students in the LCAP. Alum Rock Union Elementary School District plans to spend $$27,888,558 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Alum Rock Union Elementary School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Alum Rock Union Elementary School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Alum Rock Union Elementary School District's LCAP budgeted $$30,946,052 for planned actions to increase or improve services for high needs students. Alum Rock Union Elementary School District actually spent $29,643,028 for actions to increase or improve services for high needs students in 2024-25.

The difference between the budgeted and actual expenditures of $1,303,024 had the following impact on Alum Rock Union Elementary School District's ability to increase or improve services for high needs students:

In 2024–25, Alum Rock Union Elementary School District budgeted $30,946,052 for actions to increase or improve services for high-needs students and expended $29,643,028 a difference of $1,303,024. While this represents a notable variance, the impact on services was minimal due to strategic reallocations, vacancies, and use of alternate funding sources. Many planned services were implemented through capacity-building, internal resources and grants.

Action 1.1 – Targeted Intervention Supports: $370,000 unspent due to the elimination of most intervention specialist positions as part of a shift to embedded, teacher-led support.
Action 1.6 – UPK/Expanded PK–3: $28,000 unspent due to delayed hiring of instructional aides and reduced need for new materials.
Action 1.9 – Positive School Climate and Culture: $15,000 unspent due to reduced reliance on contracts and lower-than-expected event costs.
Action 1.11 – Supplemental Support for English Learners: $80,000 unspent as staffing vacancies and centralized services reduced site-level spending.
Action 2.1 – UPK/PK–3 MTSS Integration: $30,000 unspent as services were implemented through existing staff and resources without drawing down allocated funds
Action 2.3 – Support for LTELs and Newcomers: $67,813 unspent because of delayed onboarding of bilingual staff and lower-than-expected material costs.

Action 2.4 – Intervention for Designated Groups: $80,000 unspent due to reduced use of online platforms and adjustments to intervention scheduling.
Action 3.3 – Community and Family Outreach: $66,858.42 unspent from staffing delays and reduced costs through virtual or hybrid events.
Action 3.4 – Parent Leadership Capacity: $6,000 unspent due to lower turnout and rescheduled training opportunities.
Action 3.6 – PK–3 Family Engagement: $25,000 unspent due to coordination barriers and low family participation.
Action 3.9 – Language Access Services: $39,800 unspent because increased use of internal bilingual staff reduced external interpretation needs.

While $1.3 million of planned funding was unspent, the variance was distributed across numerous actions most frequently due to staffing vacancies, real-time operational decisions, and strategic efficiencies. Services continued without interruption, and in many cases, student outcomes were preserved or improved through internal reallocations and resource leveraging. These insights will guide tighter alignment of funding to implementation capacity in 2025–26.



2025/2026 LCAP

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Alum Rock Union Elementary School District	Kiela Jimenez, Ed. D. Director of State and Federal Programs	sandra.garcia@arusd.org (408) 928-6935

Plan Summary [2025-26]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

At Alum Rock, our staff holds high expectations for all students and is dedicated to delivering impactful instruction that drives strong academic outcomes. This commitment is grounded in our five core values: service, perseverance, love, trust, and equity.

Alum Rock Union School District (ARUSD) proudly serves 7,367 students from Transitional Kindergarten through eighth grade, representing the vibrant and resilient communities of East San José. As reported on the 2024 California Dashboard, ARUSD's student population is 79% Hispanic/Latino, 10.7% Asian, 5% Filipino, 1.8% White, 1% African American, 0.5% Pacific Islander, 0.2% American Indian, and 1.8% identifying as two or more races. The district serves a linguistically rich and socioeconomically diverse population—45.4% of students are English Language Learners, 78.6% come from low-income households, 13% are students with disabilities, and 0.2% are foster youth.

For the 2024–2025 school year, Alum Rock Union Elementary School District operates 22 school sites, including a mix of elementary, middle, and K–8 configurations. These schools serve the diverse and dynamic communities of East San José.

The district currently includes thirteen elementary schools (K–5): A.J. Dorsa Elementary, Ben Painter Elementary, Cesar Chavez Elementary–Early Learning Center, Donald J. Meyer Elementary, Horace Cureton Elementary, Linda Vista Elementary, L.U.C.H.A. – Learning in an Urban Community with High Achievement, Lyndale Elementary, Millard McCollam Elementary, Russo/McEntee Academy, San Antonio Elementary, Sylvia Cassell Elementary, and Thomas P. Ryan Elementary.

In addition, five standalone middle schools (6–8) are in operation: Joseph George Middle School, Ocala Middle School, Renaissance

Academy at Fischer, Renaissance Academy at Mathson, and William Sheppard Middle School.

The district also operates four K–8 schools: Adelante Dual Language Academy, Adelante II Dual Language Academy, Aptitud Community Academy @ Goss, and O.S. Hubbard Elementary.

As part of a districtwide consolidation and reconfiguration plan, the number of schools will decrease from 22 to 15 beginning in the 2025–2026 school year. The following schools will close at the end of the 2024–2025 school year: Cesar Chavez Elementary–Early Learning Center, Horace Cureton Elementary, Sylvia Cassell Elementary, Joseph George Middle School, Donald J. Meyer Elementary, Renaissance Academy at Fischer, and A.J. Dorsa Elementary.

L.U.C.H.A. will consolidate with San Antonio Elementary, and Ben Painter Elementary will consolidate with William Sheppard Middle School as part of a restructured campus model. Additionally, Aptitud Community Academy @ Goss and O.S. Hubbard Elementary will be reconfigured to serve grades K–5 only, shifting away from their current K–8 structure.

This consolidation effort is a strategic move to ensure long-term sustainability, equitable resource distribution, and consistent delivery of high-quality educational services for all students in Alum Rock.

VISION STATEMENT
All Alum Rock students will be ready for the future in a diverse and competitive world.

MISSION STATEMENT
Together with educational partners, we provide Alum Rock students with high-quality twenty-first-century learning that builds upon our culturally diverse community to prepare our students to be lifelong learners and compete for the careers of the future.

CORE VALUES
Trust Perseverance Service Equity Love

The Alum Rock Strategic Plan was developed and approved by the Board of Trustees in June 2022. Implementation of the plan began in the 2022/2023 school year with a three year rollout. The following Strategic Plan Priorities are woven through the LCAP Goals, Actions and Services:
*Early and Expanded Learning
*Multicultural and Multilingual Education
*Whole Child, Whole Family Development

ARUSD schools have been recognized for a variety of school awards and recognitions including the following:

CALIFORNIA GOLD RIBBON AWARD
- Joseph George Middle School (2015)
- Adelante Dual Language Academy (2016)
- L.U.C.H.A Elementary (2016)

- Renaissance Academy @ Fischer (2017)
- Renaissance Academy @ Mathson (2017)

CALIFORNIA GOLD BELL AWARD
- Ocala STEAM Academy (2019)

SANTA CLARA COUNTY SCHOOL BOARDS ASSOCIATION HOFFMAN AWARD FOR EXEMPLARY SCHOOL PROGRAMS
- Adelante Dual Language Academy (2015)
- William Sheppard Middle School (2017)
- Ryan STEAM Academy (2018)

CALIFORNIA PBIS SILVER RECOGNITION
- Ocala STEAM Academy (2016)

PBIS GOLD SEAL AWARD
Cesar Chavez Elementary School (2018)

Russo/McEntee was redesigned in 2021 as an alternative school with a focus on Environmental Justice and Sustainability. That year, Russo/McEntee was awarded a $700,000 grant from the California Parks and Recreation Department for 4 years to provide access to nature area trips for our students and community. The grant funding also enabled the school to provide quality Environmental Justice and Sustainability programming. In addition to the grant funding, the district has supported the creation of a therapeutic garden and outdoor classroom. In the next 3 years of the LCAP, Russo/McEntee looks forward to expanding its program into middle school, thereby creating elective pathways and a seamless transition for students.

Based on the California Department of Education's 2024–2025 Differentiated Assistance data, Alum Rock Union Elementary School District has been identified for support in the following areas:
Homeless Students: Performance in English Language Arts; Chronic Absenteeism
Students with Disabilities: Performance in English Language Arts; Chronic Absenteeism
Foster Youth: Chronic Absenteeism; Suspension

Alum Rock Union Elementary School District received "Red" performance ratings on the 2024 California School Dashboard in the following areas and student groups:

ELA:
Homeless Youth
Students with Disabilities

MATH:
African American

Suspension Rates:
Foster Youth

Chronic Absenteeism:
All Students
English Learners
Foster Youth
Filipino
Homeless Youth
Long-Term English Learners
Socioeconomically Disadvantaged
Students with Disabilities
African American
Hispanic/Latino
Native Hawaiian or Pacific Islander
White

During the 2024–2025 school year, nine schools in the Alum Rock Union Elementary School District were identified for Comprehensive Support and Improvement (CSI). All of these schools have successfully met the criteria for exit, with the exception of Cesar Chavez Elementary–Early Learning Center. However, Cesar Chavez is scheduled to close effective July 1, 2025. As a result, for the 2025–2026 school year, Alum Rock will have no schools identified under CSI status. Additionally, for the 25/26 school year the following schools were identified for Targeted Support and Improvement (TSI): Lyndale Elementary, Russo/McEntee Academy, Thomas P. Ryan Elementary, and San Antonio Elementary. Additionally, Linda Vista Elementary was identified as Additional Targeted Support(ATSI). The district remains focused on continuous improvement efforts across all campuses to support student achievement and equity.

With the closure of Cesar Chavez Early Learning Center for the 2025/2026 school year, no schools in the LEA will receive the Equity Multiplier Funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The 2023 California Dashboard reflects the performance for the Alum Rock School District in the areas of Academic Performance, Academic Engagement and Conditions and Climate.
Per state requirements, any indicators that received a "Red" performance level on the 2023 California School Dashboard must be addressed in the LCAP for the full three-year cycle (2024–2027). Alum Rock Union School District has identified these lowest-performing indicators across multiple student groups and state priorities, including English Language Arts, Mathematics, Chronic Absenteeism, Suspension Rate, and English Learner Progress. A comprehensive summary of these "Red" indicators by school site and student group is included in Appendix

A, which outlines overall performance levels, distance from standard data, and areas requiring targeted support and intervention. This appendix serves as a key reference to ensure alignment between identified needs and the actions included in the LCAP.

The 2024 California Dashboard reflects the performance for the Alum Rock School District in the areas of Academic Performance, Academic Engagement and Conditions and Climate.

Academic Performance

English Language Arts (ELA)
Overall, districtwide performance in English Language Arts is at the "yellow" level (low), showing an improvement of 3.8 points compared to the 2022–23 Dashboard. Several student groups demonstrated growth, though most continue to perform below standard. English Learners improved by 11 points and Long-Term English Learners by 11.7 points, yet both groups remain in the "orange" (very low) performance level. Socioeconomically Disadvantaged students increased by 5.5 points, African American students by 8.4 points, and Hispanic students by 3.8 points—yet all three groups remain "orange" (very low). Homeless students showed no significant change and remain in the "red" (very low) range at -119.4 points below standard. Students with Disabilities also maintained their status in the "red" range at -128.8 points. White students declined by 15 points and are now performing at -41.6, placing them in the "orange" (low) level. Students identifying as Two or More Races improved by 4.8 points and are currently at the "yellow" (low) level. On the other end of the spectrum, Asian and Filipino students showed strong progress—Asian students improved by 9.3 points and are now in the "green" (high) category, while Filipino students improved by 11.7 points and are in the "green" (medium) range. Despite gains, large achievement gaps persist, especially for student groups with very low performance levels.

Mathematics
In Mathematics, districtwide performance also falls within the "yellow" (low) level, with an overall improvement of 3 points since the 2022–23 Dashboard. English Learners improved by 9 points and Long-Term English Learners by 12 points, yet both groups remain "orange" (very low). Homeless students improved by 10 points, and Socioeconomically Disadvantaged students by 5 points, but both remain in the "orange" range as well. Students with Disabilities improved by 4 points but continue to perform "orange" (very low) at -145.3 points below standard. A significant decline was seen among African American students, who dropped 19 points and are now in the "red" (very low) category. Hispanic students improved by 4 points and remain "orange" (very low), while White students declined by 10 points to -65.5 and remain "orange" (low). Students identifying as Two or More Races declined by 8 points, maintaining "orange" (low) status. Filipino students improved by 5 points and are now in the "yellow" (low) category, while Asian students increased by 9 points and remain in the "green" (high) category. Although many student groups experienced growth, persistent disparities remain—particularly among African American students, English Learners, and Students with Disabilities—highlighting the need for continued and focused intervention efforts.

According to the 2023–24 English Language Arts Indicator Report, Alum Rock Union Elementary, Renaissance Academy, Renaissance at Mathson, Adelante Dual Language Academy II, Ben Painter Elementary, Horace Cureton Elementary, Aptitud Community Academy at Goss, William Sheppard Middle School, and Ocala Middle School are performing at the Yellow (low) level. Community with High Achievement (L.U.C.H.A.), Adelante Dual Language Academy, Russo/McEntee Academy, Donald J. Meyer Elementary, Linda Vista Elementary, Millard McCollam Elementary, O. S. Hubbard Elementary, San Antonio Elementary, and Sylvia Cassell Elementary are at the Orange (low) performance level. A. J. Dorsa Elementary, Lyndale Elementary, Thomas P. Ryan Elementary, and Joseph George Middle School are in the Red (very low) category.

In Mathematics, performance levels across district schools show a wide range of outcomes, with the majority falling in the Yellow or Orange categories. Alum Rock Union Elementary, Learning in an Urban Community with High Achievement (L.U.C.H.A.), Renaissance Academy, Ben Painter Elementary, Horace Cureton Elementary, Aptitud Community Academy at Goss, Millard McCollam Elementary, San Antonio Elementary, and Sylvia Cassell Elementary are performing at the Yellow (low) level. Adelante Dual Language Academy, Russo/McEntee Academy, A. J. Dorsa Elementary, Donald J. Meyer Elementary, Linda Vista Elementary, Lyndale Elementary, Thomas P. Ryan Elementary, William Sheppard Middle School, Joseph George Middle School, and Ocala Middle School fall into the Orange (low) performance level. Renaissance at Mathson, Adelante Dual Language Academy II, and O. S. Hubbard Elementary are identified in the Red (very low) performance level.

Analysis of student performance on local benchmark assessments (i-Ready Diagnostic #2) reveals that significant academic gaps remain in both English Language Arts and Mathematics, though some gains have been made since the first diagnostic. In Reading, only 23.7% of students are performing on or above grade level—10.4% Mid or Above Grade Level and 13.2% Early On Grade Level. This is an improvement from 13% on or above grade level in Diagnostic #1. The number of students scoring three or more grade levels below dropped from 1,885 to 1,537, reflecting movement in the right direction. Still, nearly 76.3% of students remain below grade level, with 30.4% one grade level behind and 18.4% two grade levels behind. Middle school students continue to show the greatest need, with 46% performing three or more grade levels below in reading. In Mathematics, student performance is even more concerning. Just 17.2% of students are on or above grade level—6.1% Mid or Above Grade Level and 11.1% Early On Grade Level—though this is up from only 6.8% combined in Diagnostic #1. The percentage of students three or more grade levels below dropped from 1,828 to 1,405, but more than 75% of students are still below grade level, including 39.5% one grade level behind and 18.2% two grade levels behind. Middle school math remains an area of significant concern, with 43% of students still three or more grade levels below. While the district has transitioned from FASTbridge to the i-Ready suite to allow for more precise diagnostics and personalized learning paths, these results clearly indicate an urgent need to accelerate foundational skills in both ELA and Math through intensive supports, consistent progress monitoring, and expanded intervention strategies.

Another critical area of focus continues to be English Learner (EL) performance. According to the 2023–24 California Dashboard, English Learners remain significantly behind their peers in both English Language Arts and Mathematics. In ELA, English Learners scored 104.7 points below standard, compared to 83 points below standard for all students. In Math, the gap persists with English Learners performing 98.4 points below standard, again underperforming compared to the overall student average of 83 points below. While the district showed overall improvement in both subjects—ELA improved by 3.8 points and Math by 3 points—English Learners improved by 11 points in ELA and 9 points in Math, demonstrating encouraging growth but still remaining in the Orange (very low) performance level for both indicators. Progress in English language acquisition, as reported by the English Learner Progress Indicator (ELPI), shows that 44.1% of English Learners made progress toward English proficiency in 2023–24, up from 40.9% in the previous year. Despite this growth, the district's ELPI status remains at the Orange level, having declined from "Yellow" in the prior year. While this indicates some gains in language development, it also highlights the continued need for targeted interventions to accelerate progress, particularly for Long-Term English Learners, who remain at -161.3 points from standard in ELA.
The dashboard also identifies several schools where English Learners are performing at the Red (very low) level in ELA or Math, including Donald J. Meyer Elementary, San Antonio Elementary, O. S. Hubbard Elementary, Renaissance at Mathson, and Adelante Dual Language Academy II. These schools will require direct support and focused instructional strategies to address persistent underperformance. Additional attention will also be given to schools like Ocala Middle, Sheppard Middle, A.J. Dorsa Elementary, and Thomas P. Ryan Elementary, which—although scoring higher in ELPI—still reflect overall low academic outcomes for ELs on other state indicators. Taken together, these results

confirm that English Learners remain a high-priority student group for the district. Continued monitoring through multiple measures—including Dashboard indicators and site-level progress monitoring tools—will be essential to ensure consistent academic and language development growth aligned to state standards and long-term student success.

Students with Disabilities (SWD) continue to face the most significant academic challenges across the district. According to the 2023–24 California School Dashboard, in English Language Arts, SWD scored 128.8 points below standard, maintaining the same performance level from the previous year. In Mathematics, they scored 145.3 points below standard, showing a minimal improvement of only 4 points from 2022–23. In both subjects, SWD remain in the Red (very low) performance level—indicating that despite slight gains in Math, achievement for this student group is persistently and significantly below grade-level expectations. In comparison, all students in the district are performing 60.4 points below standard in ELA and 83 points below standard in Math—placing SWD roughly 68 points behind the general population in ELA and over 62 points behind in Math. This wide and consistent achievement gap underscores the critical need for more intensive academic and behavioral interventions aligned with students' Individualized Education Plans (IEPs). The persistent red-level performance across both content areas suggests that the current supports may not be sufficient or fully aligned to meet the needs of our SWD population. Schools with large populations of students receiving special education services—particularly those also serving other high-need groups (e.g., ELs, Foster Youth, Homeless)—will require stronger coordination between general and special education staff, dedicated resource time for Tier 2 and Tier 3 interventions, and increased access to scaffolded, standards-based instruction. Given the stagnation in growth for ELA and only modest gains in Math, SWD will remain a high-need student group for LCAP goal alignment and Differentiated Assistance efforts. The district will continue to monitor progress through formative assessments, IEP goal reviews, and state indicators, while ensuring that instructional practices and resources are being targeted to accelerate growth and reduce chronic underperformance.

Academic Engagement

Chronic absenteeism remains an important area of focus for the district. According to the 2023–24 California School Dashboard, 24.3% of students were identified as chronically absent—an increase of 2.8 percentage points from the previous year. While this rise mirrors statewide trends post-pandemic, it highlights the need for continued investment in proactive attendance strategies and supportive school environments. All student groups remain in the "Very High" or "High" performance bands. Groups with the highest rates include Foster Youth (52.0%), Homeless Students (43.6%), and Students with Disabilities (33.5%). Encouragingly, some student groups are showing stability or modest growth. For example, Long-Term English Learners increased slightly to 30.1%, and African American students decreased from 32.0% to 27.1%, reflecting focused outreach efforts and family engagement strategies that may be leveraged across other groups. Notably, Filipino students experienced a larger increase of 4.6 percentage points, which will be monitored to ensure appropriate supports are in place.

At the school level, the majority of sites remain in the "Red" (Very High) or "Orange" (High) status levels. However, many schools are showing improvement or holding steady as targeted efforts begin to take root:

Sites with significant gains include:
Ben Painter Elementary, which improved by 11.7 points to 21.2%.
Millard McCollam Elementary, with a 6.1-point improvement to 20.8%.
Lyndale Elementary increased by 7.8 points but remains a key area for continued focus at 33.0%.
Russo/McEntee Academy and Renaissance at Mathson both improved by over 1.5 points.

Schools maintaining lower rates include:
Renaissance Academy at 18.8% and LCUHA at 18.6%, which are in the "Yellow" (High) and "Orange" (High) ranges, respectively.
Adelante Dual Language Academy II at 12.7%, showing steady attendance patterns.

These trends reflect both the challenges and opportunities ahead. While chronic absenteeism remains a complex issue influenced by a variety of factors, the data shows that with consistent, site-based attendance practices and continued focus on student engagement, progress is possible. The district will continue to build on effective strategies, monitor growth, and collaborate with families and school staff to ensure every student is supported in showing up, staying connected, and thriving.

In regards to Local Indicator 7: All students have access to a broad course of study for all grades and all populations. We use eSchoolPlus to monitor and measure students' enrollment and access in a broad course of study.

Conditions and Climate

Overall, in student Suspension, our district's performance level is "green" (very low), declining to 1.8% since last reported on the 2023 Dashboard. This performance area reports the percentage of students who have been suspended for at least one aggregate day in a given school year. ARUSD will continue to work on alternatives to suspension in addition to providing proper support to affected students in these student groups.

In regard to Local Indicator 1: Highly Qualified Teachers, Instructional Materials, Facilities at all school sites, the 2023 Dashboard reports that 91.1 % of ARUSD teachers have a clear credential or are considered "highly qualified". 100% of Students have access to their own copy of standards-aligned instructional materials for use at school and at home. In regard to facilities, there were 24 instances where facilities do not meet the "Good Repair" standard as reported on the 2023 Dashboard local indicator.

In regards to Local Indicator 3: Parent and Family Engagement, parents in the Alum Rock community feel welcomed, respected and encouraged to be partners in their child's education. Our annual parent survey reports that 96% of parents responded favorably to "feeling welcomed to participate in my child's school," and 95% of parents responded favorably to "school staff welcomes my suggestions," which is a strong indicator of parents feeling supported to participate in trainings and advocate for their needs.

Local Indicator 1: Appropriately Assigned Teachers, Access to Instructional Materials, and Facilities
As reported on the 2023 California School Dashboard, 91.1% of ARUSD teachers hold a clear credential or are otherwise considered "highly qualified." Additionally, 100% of students have access to standards-aligned instructional materials both at school and at home. Facilities across all school sites were rated as "Good" according to the Facility Inspection Tool (FIT), indicating that the district continues to meet baseline requirements for safe and functional learning environments.

Local Indicator 3: Parent and Family Engagement
Parent feedback continues to reflect a positive perception of school engagement. According to the annual district survey, 98% of parents reported feeling welcomed to participate in their child's school, and 95.6% felt that school staff are open to their suggestions. These results reflect a strong foundation for ongoing parent partnership and participation in school-level decision-making and capacity-building efforts.

Local Indicator 6: School Climate
ARUSD administers the Panorama climate surveys twice per year to gather feedback from students, staff, and families on safety and connectedness. Spring 2025 results indicate that 97% of parents believe schools are safe, and 96% feel their child is welcomed by school staff, maintaining consistently high levels of parent confidence. In contrast, student perceptions showed mixed results when compared to the previous year. Among elementary students, 64% reported feeling safe at school—a five-point decrease from Spring 2024—while middle school student safety perceptions increased by two points to 62%. In terms of school connectedness, 72% of elementary students and 59% of middle school students reported a sense of belonging. This reflects a two-point decline for elementary students and no change for middle schoolers from the prior year. Additionally, only 66% of elementary and 65% of middle school students reported "feeling close to people at school," highlighting a continued need to build stronger peer and adult-student relationships. While student comments and ratings suggest growing concern around bullying and school connectedness, staff perceptions were more positive: 83% of staff reported that bullying and harassment are not significant issues at their sites.

ARUSD does not have any unexpended LRBEG Funding.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

During the 2024–2025 school year, Alum Rock Union Elementary School District was identified for Differentiated Assistance based on the performance of three student groups—Foster Youth, Homeless students, and Students with Disabilities—who received "Red" performance levels on the California School Dashboard. These outcomes triggered state Differentiated Assistance and have become a central focus of the district's continuous improvement efforts.

Homeless students scored 119.4 points below standard in English Language Arts (ELA), compared to 60.4 points below standard for all students. While this group maintained their performance within -0.9 points from the previous year, the substantial gap highlights the need for sustained academic interventions and targeted supports.
Students with Disabilities showed performance 128.8 points below standard in ELA, also compared to the overall district performance of 60.4 points below standard. Although they maintained their prior year performance with a slight gain of +0.8 points, the achievement gap remains significant.

The district's Differentiated Assistance designation was driven by multiple indicators across several student groups:
Homeless students and Students with Disabilities were identified due to low academic performance in ELA.
Homeless students, Students with Disabilities, and Foster Youth were identified due to high rates of chronic absenteeism.
Foster Youth were additionally flagged based on elevated suspension rates.

These trends were validated through multiple data sources, including 2024 Spring Panorama survey results, SBAC assessments, local benchmarks, and real-time attendance records.

In partnership with the Santa Clara County Office of Education, ARUSD implemented several targeted improvement strategies anchored in the continuous improvement cycle. These efforts included in-depth data analysis, identification of problems of practice, empathy interviews with stakeholders, and process mapping to isolate root causes and determine high-leverage actions.

One identified school implemented a focused cycle of inquiry addressing chronic absenteeism among homeless students. As part of this work, the school piloted a 2x10 check-in strategy, where every staff member was assigned two students to engage with individually for 10 consecutive school days. This relational approach yielded a noticeable increase in student attendance and engagement. As a result, ARUSD is expanding the 2x10 check-in model districtwide in 2024–2025. Complementing this strategy, the district also strengthened the role of community liaisons, who now provide more direct outreach to families, offering personalized support, resources, and connections to reduce barriers to regular school attendance.

A parallel districtwide inquiry focused on academic improvement for Homeless students and Students with Disabilities, with a specific emphasis on early literacy. ARUSD prioritized the adoption and implementation of the Heggerty phonemic awareness curriculum in grades K–2, aligned with the Science of Reading framework. Student progress was closely monitored using i-Ready Diagnostic assessments to identify growth and inform instruction. To support consistent implementation, district and site leaders conducted classroom walkthroughs and observations, using collected data to guide professional development and coaching cycles. These efforts will be strengthened and scaled during the 2025–2026 school year to ensure a robust Tier 1 instructional foundation that supports the academic success of all learners.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

For the 2024–2025 school year, no schools in ARUSD are identified for Comprehensive Support and Improvement. While Cesar Chavez Early Learning Center was initially identified, the school is scheduled to close on June 30, 2024, and will not be in operation during the 2024–2025 academic year.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Alum Rock Educator's Association (AREA)	Leaders from the Alum Rock Educators Association (AREA) were invited to an input session on March 25, 2025 to provide input to the new LCAP. The association President and other designated association representatives were invited to attend.
California School Employee Association (CSEA)	Leaders from the California School Employee Association (CSEA) were invited to an input session on March 25, 2025 to provide input to the new LCAP. The association President and other designated association representatives were invited to attend.
Teamsters	Leaders from the Teamsters Union were invited to an input session on March 25, 2025 to provide input to the new LCAP. The association President and other designated association representatives were invited to attend
Site Staff (certificated and classified)	All schools held input sessions for their staff, parents, and community during March 2025. Community Liaisons provided interpretation support in Spanish and/or Vietnamese for each school's LCAP session. Staff participated in an on-line Climate Survey to gather their input (March 2025)
Parents/Community	ARUSD held four input sessions called LCAP Community Forums. These forums were held at a school in each of the four district quadrants on March 11, March 12, March 18, and March 19, 2025 and were open to any member of the ARUSD Community. The

Educational Partner(s)	Process for Engagement
	Community Forum dates and times were posted on the district website, informational flyers inviting parents were sent to all parents, and automated text messages via Parent Square were sent out to all families. All printed information and phone communication were provided in English, Spanish and Vietnamese prior to each Community Forum. Community Forums were also advertised via school newsletters and announcements at school parent meetings and at DAC/DELAC meetings. Parents participated in an on-line Family Survey in English and Spanish (March 2025)
Students	Conducted an LCAP information and input session for the Student Advisory Committee (SAC) 3rd - 8th grade students participated in an on-line Student Survey in English and Spanish (March 2025)
Advisory groups	Conducted LCAP information and input sessions for both advisory groups *District Advisory Committee (DAC) - March 3, 2025 *District English Learner Advisory Committee (DELAC) - March 17, 2025
SELPA	The SELPA Director/team provided resources on 4/23/25 related to SWDs, compliance monitoring, and high leverage practices aligned to specific targeted areas.
Focus groups	Virtual listening sessions were held for targeted student groups: African American students/parents, Foster and Homeless students/parents, Parents of Students with Special Needs on March 4, 2025
Public Hearing	A public hearing will be held on June 12, 2025 at a regularly scheduled board meeting to gather input on the proposed LCAP
Cesar Chavez Early Learning Center Parents	Parents were provided an opportunity to give input to the actions/services supported with the Equity Multiplier funding during School Site Council and ELAC Meetings as part of our needs assessment process on March 18, 2025

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

As Alum Rock Union School District enters the second year of its three-year LCAP cycle, the work continues to be guided by the key themes identified during the initial engagement process with educational partners. Through a combination of input sessions and climate surveys, the District identified four major areas of focus: strengthening academic supports, expanding family and community engagement, creating safe and inclusive school environments, and improving student attendance and engagement.

The 2025–2026 LCAP updates reflect a continued commitment to these key priorities. The following focus areas will be sustained and further expanded this year:
Academic Supports:
* Continue implementing a structured foundational skills curriculum aligned with the Science of Reading.
* Expand professional development in ELA and math to support teachers in unpacking standards, developing common assessments, and establishing baseline achievement data at each grade level.
* Continue providing targeted after-school tutoring and intervention programs to address students' academic needs.

Safe and Inclusive Environments:
* Continue expanding Multi-Tiered Systems of Support (MTSS) across all sites, with additional staff training focused on 504/SST processes and procedures, positive behavior interventions, and social-emotional learning (SEL) strategies.

Student Attendance and Engagement:
* Continue conducting home visits for families of students experiencing chronic absenteeism or at risk of disengagement.
* Continue implementing early identification and case management systems to monitor and support at-risk students.
* Launch attendance incentive programs, expand social worker support, and develop an attendance and instructional recovery program to strengthen student connectedness, re-engage learners, and address lost instructional time.

Building on these priorities, the District remains focused on expanding intervention services in ELA and Math, strengthening Multi-Tiered Systems of Support (MTSS), enhancing staff and parent engagement opportunities, and promoting culturally responsive practices through the development of an ethnic studies curriculum. Additionally, efforts to ensure academic consistency have been reinforced through the collaborative work of unpacking standards, developing common assessments, and establishing grade-level baseline expectations for all students.

Cesar Chavez Early Learning Center will not receive an Equity Multiplier allocation for the 2025–2026 school year, as the school will be closing on June 30, 2025, and will not operate during the upcoming academic year. Despite the planned closure of Cesar Chavez Early Learning Center, parents were provided opportunities through School Site Council and ELAC meetings to give input on Equity Multiplier-funded actions, provide feedback on 2024–2025 services, and make recommendations for future supports.

The 2025–2026 LCAP reflects Alum Rock Union School District's continued commitment to the priorities identified by our educational partners, ensuring that all goals and actions remain aligned with the evolving needs of the ARUSD community.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Promote equitable and inclusive conditions of learning by ensuring that students have access to highly qualified staff, well-maintained and developmentally appropriate facilities, social and emotional support, as well as comprehensive standards-aligned instruction, materials and resources.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

ARUSD continues its commitment to address the challenges resulting from the global pandemic. While the pandemic is largely in our past, the effects continue to play a large role in student performance and overall well-being. This goal is a result of the needs surfacing in our district's needs assessment, climate surveys, and input sessions with our educational partners. The actions and services supporting this goal will ensure the appropriate conditions of learning for students to thrive and meet performance goals. We will continue to use metrics to inform our progress towards meeting this goal.

The data from the 2023 California Dashboard places our District in the Orange (low) performance level for "all students" in the areas of English Language Arts and Math. Overall, students in our district declined 8 points in ELA and maintained status in Math.

The 2023 California Dashboard data reflect the following performance levels in English Language Arts and Math for student groups. In English Language Arts, English Learners, Hispanic, Homeless youth, Socioeconomically Disadvantaged youth, and students with disabilities have a Red (very low) performance level. Additionally, African American, Filipino, Two or More races and White students have an Orange (low) performance level. Asian students have a Yellow (medium) performance level. American Indian, Foster Youth and Pacific Islander students did not receive a performance level due to the size of this student group. In Mathematics, English Learners, Hispanic, Homeless youth, and Socioeconomically Disadvantaged youth have a Red (very low) performance level. Additionally, African American, Two or More races, Students with Disabilities and White students have an Orange (low) performance level. Filipino students have a Yellow (medium) performance level. Asian students have a Green (high) performance level. American Indian, Foster Youth and Pacific Islander students did not receive a performance level due to the size of this student group.

According to the English Language Arts Indicator Report, one (1) Alum Rock School falls in the Green (high) performance level, one (1) Alum Rock School falls in the Yellow (medium) performance level, ten (10) Alum Rock Schools fall in the Orange (low) performance level and

eight (8) Alum Rock Schools fall in the Red (very low) performance level.. Similarly, on the Mathematics Indicator Report, two (2) Alum Rock Schools fall in the Green (high) performance level, five (5) Alum Rock Schools fall in the Yellow (medium) performance level, seven (7) Alum Rock Schools fall in the Orange (low) performance level and six (6)Alum Rock Schools fall in the Red (very low) performance level.

ARUSD utilizes the Fastbridge formative assessment platform to monitor student progress. Students take three benchmark tests during the school year. Analysis of student performance on local benchmark assessments shows the following: in the area of English Language Arts, overall 36.32% (36% in 2022) of students are on/above grade level. In the area of Mathematics, overall 35.89% (36% in 2022) of students are on/above grade level. This data has remained stagnant since the end-of-year FASTbridge data for 2021. For the 2023/2024 school year we will need to focus our attention on accelerating growth for students in both academic areas

Another important data point and an area for Differentiated Assistance is English Learner progress. According to the 2022 California Dashboard, 40.9% of English Learners are making progress towards English proficiency; however, they continue to lag behind the "overall" student performance (123.3 points below standard in English Language Arts compared to 48.3 for English Only students; 130.5 points below standard in Mathematics compared to 73 points for English Only students). Our overall performance level dropped 7.4 points from Yellow (medium) to Orange (low). In regards to progress monitoring with FASTbridge this Spring, ELs scored 9.2% in ELA (11% in 2023) and 16% in Math (16% in 2023) on the End of Year benchmark. Furthermore, the following schools have a performance level Red (very low) for their English Learner student group: Painter, Hubbard, Ocala, Dorsa, Cureton, Renaissance @ Mathson, Ryan and Sheppard. These schools will need targeted support to improve in this area. Considering the information from data points available to us, English Learners continue to be a focus student group and progress will be monitored for consistent growth using specific metrics.

Students with disabilities continue to lag behind in all academic areas. Students with Disabilities' performance is 129.5 points below standard in English Language Arts, compared to 64.2 points below standard for all students. This student group of students has declined 3.4 points in ELA. In addition, the 2022/2023 SBAC results show that 15.75% of Students with Disabilities met or exceeded standards, while 12.26% of Students with Disabilities met or exceeded standards in Math. On the end-of-year FASTbridge benchmark test, SPED students scored 8% on/above grade level for ELA and 12% on/above grade level for Math. We will continue to focus on the needs of students with disabilities to support growth in all academic areas.

Due to the large number of red performance areas that need to be addressed through our LCAP actions and services, staff have developed Appendix A as a way to organize the actions and services by school, student group, and dashboard indicator. Appendix A can be found immediately after the LCAP fiscal tables.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	California Dashboard - Local Indicator 1-	During the 2023/2024 school year, 100% of students had access to	During the of the 2024/2025 school year, 100% of		By June 2027, we will maintain 100% of students having	No Difference

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Standards Aligned Instructional Materials	standards-aligned instructional materials (including technology) as assessed through Local Performance Indicator-Priority 1	students had access to standards-aligned instructional materials (including technology) as assessed through Local Performance Indicator-Priority 1		access to standards-aligned instructional materials (including technology) as assessed through Local Indicator 1	
1.2	California Dashboard - Local Indicator 1- Facility Inspection Tool (FIT)	During the 2022/2023 school year, 100% of schools had an overall rating of "Good" on the Facility Inspection Tool (FIT)	During the 2023/2024 school year, 100% of schools had an overall rating of "Good" on the Facility Inspection Tool (FIT)		By June 2027, 100% of schools will maintain an overall rating of "Good" on the Facility Inspection Tool (FIT)	No Difference
1.3	California Dashboard - Local Indicator 1- Highly Qualified Teachers	During the 2022/2023 school year, 79.7% of teachers were "appropriately assigned" based on Local Indicator 1 of the California Dashboard	During the 2023/2024 school year, 73.7% of teachers were "appropriately assigned" based on Local Indicator 1 of the California Dashboard		By June 2027, 85% of teachers will be "appropriately assigned" based on Local Indicator 1 of the California Dashboard	3% Decrease
1.4	SBAC results for 3rd grade students in ELA/Math	According to the Spring 2023 SBAC data, the following are the overall student results for 3rd grade: 3rd grade students attending T4/TK: ELA - 29.75% met or exceeded	According to the Spring 2024 SBAC data, the following are the overall student results for 3rd grade students who Met/Exceeded Standards:		Based on June 2026 SBAC results, we will see the following student growth for 3rd grade students: 3rd grade students attending T4/TK:	3rd Graders who attended T4/TK: ELA: 5.25% Increase Math: 7.9% Decrease 3rd grade students attending T4/TK who are also SED:

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Math - 39.87%met or exceeded 3rd grade students attending T4/TK who are also SED: ELA - 19.49% met or exceeded Math - 33.9% met or exceeded 3rd grade students attending T4/TK who are also ELs: ELA - 10.45% met or exceeded Math - 23.88% met or exceeded 3rd grade students attending T4/TK who are also SpEd ELA - 5.88% met or exceeded Math - 17.65% met or exceeded ---------- ---------- 3rd grade students not attending T4/TK ELA - 21.73% met or exceeded Math - 28.85% met or exceeded	3rd Graders who attended T4/TK: ELA - 35% Met or Exceeded Math - 30% Met or Exceeded 3rd grade students attending T4/TK who are also SED: ELA - 26% Met or Exceeded Math - 26% Met or Exceeded 3rd grade students attending T4/TK who are also ELs: ELA - 4.55% Met or Exceeded Math - 9.09% Met or Exceeded 3rd grade students attending T4/TK who are also SpEd ELA - 12.5% Met or Exceeded Math - 20.83% Met or Exceeded ---------- ---------- ----------		ELA - 35% meeting or exceeding Math - 45% meeting or exceeding 3rd grade students attending T4/TK who are also SED: ELA - 25% met or exceeded Math - 39% met or exceeded 3rd grade students attending T4/TK who are also ELs: ELA - 16% met or exceeded Math - 29% met or exceeded 3rd grade students attending T4/TK who are also SpEd ELA - 12% met or exceeded Math - 24% met or exceeded ---------- ---------- ----------	ELA : 6.51% Increase Math: 7.9% Decrease 3rd grade students attending T4/TK who are also ELs: ELA: 5.9% Decrease Math: 14.79% Decrease 3rd grade students attending T4/TK who are also SpEd ELA: 6.62% Increase Math: 3.18% Increase ---------- ---------- ---------- 3rd grade students not attending T4/TK ELA: 6.27% Increase Math: 7.85% Decrease 3rd grade students not attending T4/TK who are also SED

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		3rd grade students not attending T4/TK who are also SED ELA - 14.69% met or exceeded Math - 23.35% met or exceeded 3rd grade students not attending T4/TK who are also EL ELA - 7.58% met or exceeded Math - 16.14% met or exceeded 3rd grade students not attending T4/TK who are also SpEd ELA - 4.29% met or exceeded Math - 7.14% met or exceeded	3rd grade students not attending T4/TK ELA - 28% Met or Exceeded Math - 21% Met or Exceeded 3rd grade students not attending T4/TK who are also SED ELA - 23% Met or Exceeded Math - 17% Met or Exceeded 3rd grade students not attending T4/TK who are also EL ELA - 3.28% Met or Exceeded Math - 5.42% Met or Exceeded 3rd grade students not attending T4/TK who are also SpEd ELA -3.94% Met or Exceeded Math - 5.51% Met or Exceeded		3rd grade students not attending T4/TK ELA - 27% meeting or exceeding Math - 34% meeting or exceeding 3rd grade students not attending T4/TK who are also SED ELA - 20% met or exceeded Math - 29% met or exceeded 3rd grade students not attending T4/TK who are also ELs ELA - 13% met or exceeded Math - 22% met or exceeded 3rd grade students not attending T4/TK who are also SpEd ELA -10% met or exceeded Math - 13% met or exceeded	ELA: 8.31% Increase Math: 6.35% Decreaase 3rd grade students not attending T4/TK who are also EL ELA: 4.5% Decrease Math: 10.72% Decrease 3rd grade students not attending T4/TK who are also SpEd ELA: .35% Decrease Math: 1.6% Decrease

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.5	Student Panorama Survey	On the 2023/2024 Spring survey, the favorability rate for all students: "Sense of Belonging" Elementary students is 74% Middle School students is 59% "Safety" Elementary students is 63% Middle School students is 62% More specifically, 77% of 3rd graders responded favorably on "Sense of Belonging"	On the 2024/2025 Spring survey, the favorability rate for all students: "Sense of Belonging" Elementary students is 72% Middle School students is 62% "Safety" Elementary students is 73% Middle School students is 75% More specifically, 62% of 3rd graders responded favorably on "Sense of Belonging"		By Spring 2027, the favorability rate for all students will show the following improvement: "Sense of Belonging" Elementary students is 80% Middle School students is 70% "Safety" Elementary students is 70% Middle School students is 70% More specifically, 80% or higher of 3rd grade students will respond favorably on "Sense of Belonging"	"Sense of Belonging" Elementary students is a 2% Decrease Middle School students is a 3% Increase "Safety" Elementary students is a 10% Increase Middle School Students is a 13% More specifically, a 15% Decrease of 3rd graders responded favorably on "Sense of Belonging"
1.6	Students have access to and are enrolled in a broad course of study. Priority 7: Access to a Broad Course of Study	100% of students in gradesTK-5 are enrolled in a self-contained classroom. 100% of students in grades 6-8 are enrolled in English, Social Science, Mathematics, and	100% of students in gradesTK-5 are enrolled in a self-contained classroom. 100% of students in grades 6-8 are enrolled in English, Social Science,		100% of students in gradesTK-5 are enrolled in a self-contained classroom. 100% of students in grades 6-8 are enrolled in English, Social Science,	No Difference

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Science, Physical Education and are offered electives including Visual and Performing Arts, Applied Arts, STEM and other electives. EL students take a supplemental designated ELD class.	Mathematics, and Science, Physical Education and are offered electives including Visual and Performing Arts, Applied Arts, STEM and other electives. EL students take a supplemental designated ELD class.		Mathematics, and Science, Physical Education and are offered electives including Visual and Performing Arts, Applied Arts, STEM and other electives. EL students take a supplemental designated ELD class.	
1.7	End of Year UPK Survey	On end of year Early Learning survey for the 2023/2024 school year, 85% of teachers responded favorably that they had access to the professional learning services that they required	On the end of the year, Early Learning survey for the 2024/2025 school year, 92% of teachers responded favorably that they had access to the professional learning services that they required		By June 2027, we will maintain 85% or more of teachers responding favorably that programming and professional learning offerings meet their needs	7% Increase
1.8	IEP referrals	During the 2023/2024 school year, there was a total of 4.75% IEP referrals districtwide (97 referrals)	During the 2024/2025 school year, there was a total of 10.72% IEP referrals districtwide (219 referrals)		By June 2027, the number of IEP referrals will drop to 2% districtwide	+5.97% (+122 referrals)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.9	UPK (expanded PK-3) Program- Unduplicated student enrollment	In the 2023/2024 school year, we had a total of 3,797 students enrolled in PK-3rd grade. Of these, 89.9% were unduplicated students.	In the 2024/2025 school year, we had a total of 3,571 students enrolled in PK-3rd grade. Of these, 85.9% were unduplicated students.		By June 2027, Increase the population of unduplicated students served through UPK (expanded PK-3) Program by 1% (90.9%)	4% Decrease
1.10	Parent Panorama Survey	On the 2023/2024 Spring survey, the favorability rate for all parents was: After School Programs- 97% Safety- 92% Sense of Belonging- 96%	On the 2024/2025 Spring survey, the favorability rate for all parents was: After School Programs- 98% Safety- 96% Sense of Belonging- 97%		By Spring 2027, the favorability rate for all parents will show the following improvement: After School Programs- 98% Safety- 93% Sense of Belonging- 97%	After School Programs increased by 1% Safety rose 4% Sense of Belonging improved 1%
1.11	Student support logs	During the 2023/2024 school year, 70% of our enrolled students districtwide have been supported by school counseling staff. 87% are high needs students (i.e. Foster Youth, English Learners, Socioeconomically Disadvantages, Homeless Youth and	During the 2024/2025 academic year, 66% (4,840) of ARUSD enrolled students have been supported by school counseling staff. 85% of ARUSD enrolled students who were supported by school counseling were identified as		By June 2027, the number of high needs students (i.e. Foster Youth, English Learners, Socioeconomically Disadvantages, Homeless Youth and Students with Special Needs) supported by school counseling staff will increase to 90% of the total	-4% difference between baseline and current academic year in terms of the number of students served districtwide. Additionally, there was a -2% difference between baseline and current academic year in terms of

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Students with Special Needs)	high needs students (Foster Youth, English Learner, Socioeconomically Disadvantaged, Homeless Youth, and Students with Disabilities)		number of students receiving counseling services.	the number of high needs students that were supported via counseling. This can be accounted for via the loss of 2 FTE School Counselor positions that served 4 elementary school sites. Students had a decrease in access to counseling services by 1-2 days weekly.
1.12	Professional Development Survey Tool	For the 2023/2024 school year, 53% of staff surveyed responded favorably that professional development supported their classroom instruction/area of work Baseline will be set June 2025 determine if professional development Meets Learning Needs Focused on Positive Conditions of Learning Standards	For the 2024/2025 school year at the mid year survey, 44% of staff who responded to the survey responded favorably that professional development supported their classroom instruction/area of work. Pending new baseline for Positive Conditions of Learning(June 2025)		By June 2027, 70% of participants will respond that the specific PD "helped support my classroom instruction/area of work" In addition, 80% or more of participants will respond favorably that professional development met Learning Needs Focused on Positive Conditions	9% Decrease Pending new baseline for Positive Conditions of Learning(June 2025)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					of Learning Standards	
1.13	Classroom Implementation Tool	Tool on the Positive Conditions of Learning Standards focused on Climate & Culture will be developed during the 2024/2025 school year and a baseline will be established	The Classroom Implementation Tool for Action 1.7 (Ethnic Studies) was planned for 2024–2025 but has been postponed to 2025–2026 to align with ongoing course development and ensure stakeholder input informs its design and baseline.		By June 2027, 80% of districtwide classrooms, will meet the Positive Conditions of Learning Standards	Baseline will be established during the 2025/26 school year.
1.14	Dashboard Suspension and Expulsion Rate	According to the 2023 CA Dashboard, the district Suspension rate is 2.7% with zero expulsions Student groups have the following suspension rate based on the California Dashboard: African American Students (7.6%) Pacific Islander Students (4.7%) Students with Disabilities (3.5%)	According to the 2024 CA Dashboard, the district Suspension rate is 2.6% with zero expulsions Student groups have the following suspension rate based on the California Dashboard: African American (7%) Pacific Islander (2.6%)		Based on the 2026 CA Dashboard, the district Suspension rate will drop to 1.7% with zero expulsions Targeted student groups will see an improvement of Dashboard performance levels based on the California Dashboard: African American Students (5.9%)	All Students: 0.1 Decrease African American: 0.6% Decrease Pacific Islander: 2.1% Decrease Students with Disabilities: No Difference Homeless Youth: 0.2% Decrease English Learners: 1.2% Decrease

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Homeless Youth (4.5%) EL Students (2.6%) SED Students (3%)	Students with Disabilities (3.5%) Homeless Youth (4.3%) English Learners (1.4%) SED Students (2.8%)		Pacific Islander Students (3%) Students with Disabilities (1.8%) Homeless Youth (2.8%) EL Students (.9) SED Students (1.3%)	SED Students: 0.2% Decrease
1.15	ELPAC growth (ELPI)	According to the 2023 CA Dashboard, 40.9% of ELs are making progress towards English language proficiency.	According to the 2024 CA Dashboard, 47.6% of ELs are making progress towards English language proficiency.		Based on the 2026 California Dashboard, 60% of all ELs will make progress towards English Language Proficiency based on the California Dashboard	6.7% more ELs made progress toward English Language Proficiency on the 2024 Dashboard
1.16	Reclassification Rate	During the 2023/2024 school year, 225 students were reclassified	During the 2024/2025 school year, 294 students were reclassified		By June 2027, we will maintain the number of students reclassified annually (225 students)	69 more students were reclassified during the 2024/2025 school year.
1.17	Staff Panorama Survey	On the 2023/2024 Spring survey, the favorability rate for all staff was: Sense of Belonging- 83% *This school is a supportive and inviting place to work - 91%	On the 2024/2025 Spring survey, the favorability rate for all staff was: Sense of Belonging- 83%		By Spring 2027, the favorability rate for all staff will show the following improvement: Sense of Belonging- 86% *This school is a supportive and	Sense of Belonging - No difference "This school is a supportive and inviting place to work" saw a slight decrease by 1%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		*This school promotes trust and collegiality among staff - 89%	*This school is a supportive and inviting place to work - 90% *This school promotes trust and collegiality among staff - 88%		inviting place to work - 94% *This school promotes trust and collegiality among staff - 92%	"This school promotes trust and collegiality among staff" also experienced a minor dip by 1% .
1.18	iReady Growth Goals	Baseline will be established in 2024/2025 school year 2025 Spring Results - Baseline Percentage of Students that me Stretch Goal: Reading Elementary: 8% Middle School: 16% Math Elementary: 4% Middle School: 11%	N/A		By June 2027, 50% of all students (K-8) will meet their iReady stretch goal for ELA and Math	No Difference - Baseline established Spring 2025
1.19	Dashboard -SBAC results	According to the Spring 2023 SBAC data, the following are the student results: ELA (OVERALL)- Average of 64.2 points below standard English Learners-	According to the Spring 2024 SBAC data, the following are the student results: ELA (OVERALL)- Average of 60.4 points below standard		Based on the Spring 2026 SBAC data, we will show the following growth: ELA (OVERALL) - Increase average points from standard by 50	Based on the Spring 2024 SBAC data, we will show the following growth: ELA (OVERALL): 3.8 point Increase

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Average of 102.5 points below standard Hispanic/Latino- Average of 78.8 points below standard Homeless- Average of 118.5 points below standard Socioeconomically Disadvantaged- Average of 78.6 points below standard Students with Disabilities- Average of 129.5 points below standard Math (OVERALL)- Average of 86.3 points below standard English Learners: Average of 114.1 points below standard Hispanic/Latino- Average of 102.6 points below standard	English Learners- Average of 91.5 points below standard Hispanic/Latino- Average of 75 points below standard Homeless- Average of 119.4 points below standard Socioeconomically Disadvantaged- Average of 73.1 points below standard Students with Disabilities- Average of 128.8 points below standard Math (OVERALL)- Average of 83 points below standard English Learners:		points (14 points below standard) English Learners- Increase average points from standard by 50 points (52 points below standard) Hispanic/Latino- Increase average points from standard by 50 points (28.8 points below standard) Homeless- Increase average points from standard by 50 points (68.5 points below standard) Socioeconomically Disadvantaged- Increase average points from standard by 50 points (28.6 points below standard) Students with Disabilities- Increase average points from standard by 50	English Learners: 11 point Increase Hispanic/Latino: 3.8 point Increase Homeless: 0.9 points Decrease Socioeconomically Disadvantaged: 5.5 point Increase Students with Disabilities: 0.7 Increase Math (OVERALL): 3.3 point Increase English Learners: 9.4 point Increase Hispanic/Latino: 4.2 point Increase Homeless: 9.7 point Increase Socioeconomically Disadvantaged: 4.7 point Increase Students with Disabilities: 3.7 point Increase

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Homeless: Average of 149.7 points below standard Socioeconomically Disadvantaged- Average of 101.1 points below standard Students with Disabilities- Average of 149 points below standard Science (CAST) - Overall - 16.43% Met/Exceeded Standard Homeless- Average of 149.7 points below standard Science (CAST) - 16.43% meeting/exceeding	Average of 104.7 points below standard Hispanic/Latino- Average of 98.4 points below standard Homeless- Average of 140 points below standard Socioeconomically Disadvantaged- Average of 96.4 points below standard Students with Disabilities- Average of 145.3 points below standard Science (CAST) - Overall - 19.94 Met/Exceeded Standard		points (79.5 points below standard) Math (OVERALL)- Increase average points from standard by 50 points (36 points below standard) English Learners- Increase average points from standard by 50 points (64 points below standard) Hispanic/Latino- Increase average points from standard by 50 points (52.6 points below standard) Homeless- Increase average points from standard by 50 points (99.9 points below standard) Socioeconomically Disadvantaged- Increase average points from standard by 50	Science (CAST) Overall - 3.51% Increase

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					points (51.1 points below standard) Students with Disabilities- Increase average points from standard by 50 points (79 points below standard) Science (CAST) - increase to 25% meeting/exceeding standard	
1.20	LAS Links assessment reports	According to the Spring 2024 LAS LINKS data, 5th Grade - 32% Proficient/Above 8th Grade 66% Proficient/Above	According to the Fall 2024 LAS LINKS data, 5th Grade - 38% Proficient/Above 8th Grade - 68% Proficient/Above		By June 2027, we will increase the number of 5th graders scoring proficient or above proficient to 35% and 70% for 8th graders.	5th Grade - 6% Increase 8th Grade - 2% Increase
1.21	Dashboard Data on Chronic Absenteeism	According to the 2023 California Dashboard, 22.5% 1721/7,650 of students overall are chronically absent. Homeless: 42% Foster Youth: 22% English Learners: 22% Socioeconomically Disadvantaged: 24% Students with Special Needs: 31%	According to the 2024 CA Dashboard, 24.3% of students were chronically absent overall which increased in comparison to 2023. Homeless: 43.6% Foster Youth: 52%		According to the 2026 California Dashboard, the number of chronically absent students overall will decrease to 13% Homeless: 29% Foster Students: 9%	Overall:+1.8% Homeless:+1.6% Foster Youth - +30% English Learners - +1.6% Socioeconomically Disadvantaged +2.9% Students with Disabilities - +2.5%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		African American 32% Hispanic Latino: 24% Pacific Islander: 37%	English Learners: 23.6% Socioeconomically Disadvantaged Youth: 26.9% Students with Disabilities: 33.5% Hispanic/Latino: 26.9% Pacific Islander: 39.1% African American: 27.1%		English Learners: 9% Socioeconomically Disadvantaged: 11% Students with Special Needs: 18% African American: 19% Hispanic Latino: 11% Pacific Islander: 24%	Hispanic/Latino - +2.9% Pacific Islander - 2.1% African American - -4.9%
1.22	IEP Placement Records	According to 2023/2024 IEP placement records, 55.4 percent of students with disabilities are in the general education setting for 80% or more of their school day. 25.5 percent of students with disabilities are in the general education setting for less than 40% of their day.	According to the 2024/2025 IEP placement records 52% of students with disabilities are in the general education setting for 80% or more of their school day. 29.8% of students with disabilities are in the general education setting for less than 40% of their day.		According to 2026/2027 IEP placement records, 65% of students with disabilities will be in the general education setting for 80% or more of their school day. No more than 15% of students with disabilities will be in the general education setting for less than 40% of their day.	A decrease of 3.4% for 80% general education setting. An increase of 4.3% to be in general education setting for less than 40% of their day.
1.23	SELPA Data Tracker	According to the 2023/2024 SELPA data tracker, 99.7 percent of	According to the 2024/2025 SELPA data tracker,		According to the 2026/2027 SELPA data tracker, 100%	0.1% Increase

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		parents of students with disabilities indicated that they were involved in the IEP process and program	99.8% of parents of students with disabilities indicated that they were involved in the IEP process and program.		of parents of students with disabilities will indicate that they were involved in the IEP process and program.	
1.24	Professional Development Records	For the 2023/2024 school year, 60% of ARUSD teachers participated in PD activities that support classroom instruction For the 2023/2024 school year, 46% of teachers participated in ELD-specific PD.	For the 2024/2025 school year, 80% of ARUSD teachers participated in PD activities that support classroom instruction For the 2024/2025 school year, 41% of teachers participated in ELD-specific PD		According to the 2026/2027 PD Records, 80% of ARUSD teachers will participate in PD activities that support their classroom instruction. According to the 2026/2027 PD Records, 70% of ARUSD teachers will participate in ELD specific PD.	20% increase of all staff partaking in professional development to support their classroom instruction. 5% decrease in the number of teachers who participated in ELD-specific PD.

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.
A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, implementation of Goal 1 aligned closely with the district's planned actions, though some shifts were necessary in response to staffing reductions, budget constraints, and strategic program refinements. The district made notable progress across all key focus areas: academic intervention, professional development, social-emotional learning (SEL), expanded learning, and instructional access. Despite structural and fiscal challenges, the actions taken under Goal 1 reflect a strong commitment to providing equitable and inclusive conditions of learning.

Academic interventions made a measurable impact. Over 1,900 targeted intervention cycles were completed by specialists, reaching approximately 15% of students. These efforts were concentrated on English Learners, foster youth, homeless students, and African American student groups identified as high need based on local and state data. i-Ready diagnostics from fall to winter showed significant growth: in English Language Arts, students performing two or more years below grade level dropped from 58% to 46%, while those meeting or exceeding standards increased from 5% to 13%. In math, students in the lowest band dropped from 61% to 45%, and the percentage one year below grade level rose from 35% to 47%. Notably, 4% of students moved into grade-level proficiency in math, where previously none had. While year-end data is still pending, these mid-year results demonstrate that intervention efforts were effective in closing achievement gaps and accelerating learning.

Site-based programs such as AVID and Dual Language Immersion (DLI) also showed strong results. At Ocala Middle School, AVID students demonstrated higher engagement, with a 96% attendance rate and a 3.3 GPA, both above the school-wide averages of 94% and 2.6, respectively. DLI schools outperformed district averages on SBAC ELA assessments, reinforcing the effectiveness of bilingual instructional models. Biliteracy assessment data provided additional insight, with 32% of 5th graders and 66% of 8th graders scoring proficient or above on the LAS Links in Spring 2024. These programs contributed to improved college readiness, academic confidence, and foundational biliteracy development across grade spans.

Professional development was a cornerstone of implementation. Sixty-five PD sessions were offered outside of contracted time, with site-specific training tied to i-Ready data analysis, Universal Design for Learning (UDL), SEL integration, and differentiated instruction. Thirty-three new teachers were supported through an induction model that emphasized biweekly coaching, classroom observation, and equity-based instructional practices aligned with the California Standards for the Teaching Profession. Special education staff received monthly PD and collaborative support aligned to LRE principles, SPED-specific curriculum walkthroughs, and IEP compliance expectations. Additionally, ELD-focused professional development reached over 150 teachers, with a reported 17% increase in the use of integrated ELD strategies across classrooms. The district maintained 100% compliance with the Williams Act and ensured timely access to instructional materials in all classrooms.

The district's SEL infrastructure reached scale during the year, with services extending across Tier I, II, and III supports. Approximately 66% of students received direct SEL services, and 85% of those served were identified as Foster Youth, English Learners, students with disabilities, or socioeconomically disadvantaged. Supports included guidance lessons, wellness activities, small group counseling, and 1:1 sessions. The district implemented the Kimochis SEL curriculum across TK–5 and expanded digital check-ins and SEL lessons through Sown to Grow at the middle school level. Additional partnerships, such as Paws to Share, introduced therapeutic animal support, adding another tier of responsiveness to mental health needs. Parent survey data from Spring 2025 reflected growing confidence in this work, with 98% favorability for after-school programs, 96% for school safety, and 97% for students' sense of belonging, an improvement across all indicators compared to the previous year.

Expanded Learning Programs (ELOP) experienced growth in both access and quality. Through after-school, summer, and intersession offerings, over 2,000 students were reached, with priority registration offered to Foster Youth, McKinney-Vento students, English Learners, and those performing below grade level. As of Spring 2025, participation among McKinney-Vento students rose to 57% and among foster youth to 39%, demonstrating improved cross-departmental coordination and targeted outreach. Summer programming expanded to include academic recovery, STEAM, arts, and career readiness, with offerings such as Springboard Collaborative, Elevate Math, Adelante Dual

Language Camps, and Intro to Engineering with San Jose City College. Monthly professional development for expanded learning staff focused on trauma-informed practices, inclusive instruction, and academic alignment with daytime curriculum.

Instructional access and infrastructure were maintained districtwide. All schools retained a "Good" rating on the Facility Inspection Tool (FIT), and 100% of students had access to standards-aligned instructional materials and technology per Local Indicator 1. Core programming remained compliant, supported by routine restricted maintenance, safety upgrades such as security cameras and VAPE detectors, and centralized textbook management.

Despite these successes, the district encountered key challenges. Due to budgetary constraints, most intervention specialist positions will be discontinued in the coming year, requiring a strategic pivot to teacher-led small group instruction and embedded intervention supported through enhanced professional learning. Some instructional platforms, including the Art of Education and Nearpod, were underutilized due to inconsistent training and awareness; while those who used them reported high satisfaction, widespread adoption lagged. Chronic absenteeism remains a critical area for intervention. Districtwide rates increased from 22.5% to 24.3%, with Foster Youth rising sharply to 52%, and increases also noted among English Learners, SED students, and SWD. However, the rate for African American students decreased from 32% to 27.1%, signaling some progress in student group-specific outreach.

In sum, the implementation of Goal 1 demonstrated strong alignment with the district's commitment to equity, access, and academic success. The district effectively maintained its instructional core, expanded whole-child supports, and increased access for vulnerable students. Looking ahead, the focus will shift to sustaining progress through smarter resource allocation, targeted capacity-building, and embedding successful strategies, such as standards-based differentiation and inclusive SEL systems, into daily instructional practice. A central next step will be the full development and implementation of Universal Course Expectations, which will establish consistent, standards-aligned learning targets and common assessments across grade levels to promote instructional coherence and close achievement gaps. These expectations will provide a foundation for differentiated instruction, data-informed planning, and targeted supports. In addition, the district is conducting a comprehensive Systems Study, which will inform 2025–26 action planning by identifying system-wide strengths and areas for improvement. The study's findings will guide resource alignment and strategic refinements to ensure future actions under Goal 1 remain responsive, equitable, and effective.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

For Goal 1, which focuses on ensuring high-quality teaching and learning, the district demonstrated strong alignment between budgeted and actual expenditures, with a total planned budget of approximately $144.5 million and estimated actual expenditures totaling about $143.4 million a variance of less than 1%. However, there were several notable material differences across individual actions, driven primarily by programmatic adjustments, staffing changes, and expanded service scopes in response to evolving student needs. In many cases, these differences did not reflect inefficiencies but rather intentional reallocations of funds to preserve or enhance impact within a constrained fiscal environment.

One of the most significant shifts occurred under Action 1.1 (Targeted Intervention Supports). Due to budget reductions, the district eliminated most intervention specialist positions, resulting in lower-than-planned expenditures. These roles had been highly effective,

delivering over 1,900 intervention cycles and supporting academic growth among English Learners, foster youth, and students experiencing homelessness. In place of these positions, the district is shifting toward teacher-led small group instruction and embedded intervention practices, with one position retained to support newcomer students. This transition reflects a move from supplemental staffing to capacity-building within classrooms, and aligned professional development is planned for 2025–26 to support this strategy.

Action 1.2 (Recruitment and Retention) was also impacted by districtwide staffing reductions and hiring freezes. While the original plan included participation in multiple regional job fairs, only four local events were attended. Funds were reallocated to staff recognition and morale initiatives, such as the Welcome Back BBQ, Years of Service awards, and Employee of the Year celebrations. Though the delivery format changed, the intent to boost staff engagement and morale remained intact.

In contrast, Action 1.4 (i-Ready Implementation) experienced a slight increase in expenditures due to expanded professional development opportunities for teachers. The added investment supported deeper utilization of the platform, especially for diagnostic assessment, instructional planning, and alignment to ELD standards. The expansion of training to include differentiation and data analysis contributed to stronger classroom implementation and early academic gains in both ELA and Math.

Other actions had small but relevant differences. Action 1.6 (UPK/Expanded PK–3) underspent due to delays in hiring instructional aides and reduced material needs, as prior-year purchases had met many classroom demands. Action 1.8 (Expanded Learning Programming) exceeded its budget due to expanded offerings during breaks and weekends, driven by high student participation and a strategic push to address learning recovery.

Several actions remained close to budget but involved shifts in internal allocations. Action 1.7 (Ethnic Studies and UDL Implementation) maintained alignment with its financial plan but redirected funds to community partnerships, a refined trainer-of-trainers UDL model, and middle school pilot courses. Curriculum planning days were postponed due to school consolidations, but the program remains on track for 2025–26.

Under Action 1.9 (Positive School Climate and Culture), slightly lower costs were incurred than expected, due to decreased reliance on contracted services and event-related expenditures. Similarly, Action 1.11 (Supplemental Support for English Learners) reflected significant underspending, as staffing vacancies and centralization of services led to reduced site-level expenditures. Action 1.12 (ELPAC Assessment Support) also came in under budget after more site-based staff were trained to administer assessments, minimizing reliance on contracted proctors.

Action 1.13 (Biliteracy Pathway) was implemented as planned, with funds used for LAS Links assessments, curriculum support, and professional development. While full outcomes are pending year-end assessments, implementation fidelity was high. Adjustments for 2025–26 will be informed by i-Ready and spring LAS Links results.

Some digital tools, including Art of Education and Nearpod, saw underutilization despite licensing costs, contributing to minor underspending. While these variances were not large, they underscore the need for improved implementation and tracking. The district plans to increase visibility, training, and usage monitoring to ensure these platforms are effectively embedded in instruction.

Core infrastructure and safety-related actions were fully executed. Action 1.15 (Safe School Environment) and Action 1.16 (Routine Restricted Maintenance Repair) were implemented as budgeted. All school sites maintained a "Good" rating on the Facilities Inspection Tool (FIT), and students had continuous access to clean, safe learning environments and standards-aligned instructional materials. Action 1.17 (Core Program Support) also aligned precisely with budget expectations, sustaining essential services such as ELD, textbook access, and instructional leadership.

In summary, while some individual actions reflected under- or over-expenditures, these variances were primarily driven by real-time strategic decisions, not implementation failures. The district actively managed resources to preserve equity, quality, and impact, adjusting approaches to meet changing needs. The experiences from 2024–25 will guide more targeted budgeting and monitoring in 2025–26, particularly in areas where tool adoption lagged or where data suggests an opportunity for increased investment. Overall, the district remained committed to maximizing the effect of each dollar in service of student growth, access, and opportunity.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions implemented under Goal 1 have been largely effective in advancing the district's commitment to equitable and inclusive conditions of learning. The data shows clear evidence of progress in academic achievement, instructional quality, and student support structures. Where effectiveness was strongest, actions were well-integrated with site-level systems, included consistent progress monitoring, and directly addressed student groups identified as most in need. In areas where implementation fell short, the district has already begun developing corrective actions or enhancements for the following year.

Action 1.1 – Targeted Academic Interventions:
This action was highly effective. Intervention specialists conducted over 1,900 targeted cycles during the 2024–25 school year, resulting in strong academic gains across high-need student groups. These supports were particularly impactful for English Learners, foster youth, homeless students, and students with disabilities. Midyear i-Ready data confirmed a 12% reduction in students performing two or more years below grade level in English Language Arts, and a 17% drop in the lowest band of math performance. The number of students reaching grade-level standards increased from 5% to 13% in ELA and from 0% to 4% in math. These outcomes also reflect a notable decrease in the number of students requiring Tier 2 and Tier 3 intervention, showing that more students are now meeting or approaching grade-level expectations. Despite these strong results, most intervention specialist positions will be discontinued in 2025–26 due to fiscal limitations. In response, the district will shift to a teacher-led model of embedded intervention, supported by professional development focused on differentiation, standards alignment, real-time progress monitoring, and formative assessment. A single specialist position will be retained to provide dedicated support for newcomer students.

Action 1.2 – Recruitment and Retention:
This action was moderately effective given the staffing constraints faced during the year. While initial plans included broader recruitment outreach, participation was ultimately limited to four local job fairs due to layoffs and a district-wide hiring freeze. Despite this, the district redirected efforts to promote retention and sustain staff morale through targeted recognition activities such as the Welcome Back BBQ, Years of Service awards, and the celebration of Classified and Certificated Employees of the Year. These efforts were important in maintaining engagement and a sense of value among staff during a time of budgetary reduction and uncertainty. Survey results from spring 2025 indicated that 95% of teachers reported having access to high-quality instructional materials, and 96% felt supported in their use,

demonstrating that systems of support for educators remained intact despite recruitment limitations. In 2025–26, the district will increase investment in professional development to retain staff by deepening training in culturally responsive instruction, Universal Design for Learning (UDL), and inclusive behavior strategies. These sessions will be aligned to the instructional and equity needs of students performing below standard, particularly those identified in the lowest performance bands. Teacher teams will also be provided structured release time to collaborate on standards-based planning, analyze student data, and address student group needs through a more targeted instructional lens, helping to stabilize staffing through stronger, shared instructional systems.

Action 1.3 – Professional Development and New Teacher Support:
This action was highly effective in advancing teacher capacity and ensuring equitable access to high-quality, standards-aligned instruction across the district. A total of 65 professional development sessions were delivered beyond contracted time, with a focus on high-leverage instructional strategies including Universal Design for Learning (UDL), culturally responsive teaching, formative assessment, and the use of i-Ready data to drive instructional decisions. These sessions were intentionally designed to build site-level capacity and support instructional coherence. Additionally, 33 new teachers participated in a structured induction program that included biweekly coaching, classroom observations, and mentorship aligned to the California Standards for the Teaching Profession. As a result, over 90% of participating teachers reported improvements in their practice. Midyear i-Ready results also showed measurable student impact, including a notable reduction in the number of students requiring Tier 2 and Tier 3 interventions and an increase in students meeting grade-level standards in both ELA and math. Access to instructional materials was consistently strong, with 95% of teachers confirming access to high-quality materials and 96% indicating they felt supported in using them effectively. These outcomes reflect the district's commitment to building a sustainable professional learning culture and ensuring that every student is served by a highly qualified, well-equipped educator. Looking ahead to 2025–26, the district will expand site-based coaching, increase collaborative release time, and deepen training for staff serving student groups with the greatest academic and engagement needs. These refinements are aimed at closing persistent equity gaps and accelerating learning outcomes systemwide.

Action 1.4 – Instructional Platforms (i-Ready, Nearpod, Art of Education):
This action was moderately effective in supporting instructional decision-making and student engagement through district-adopted digital platforms. The i-Ready platform was widely and effectively implemented, with teachers using it for diagnostics, small-group planning, and progress monitoring. As a result, student growth in ELA and math was notable: from fall to winter, the number of students reading two or more years below grade level dropped by 12%, while the number of students at or above grade level increased by 8%. In math, the lowest-performing group shrank by 17%, and students reaching or exceeding grade-level expectations grew by 4%. These gains indicate that the diagnostic and personalized instruction components of i-Ready were used with fidelity and had a direct impact on academic growth, especially among English Learners, foster youth, and students with disabilities. However, the implementation of other instructional platforms, specifically Nearpod and Art of Education, was uneven. While some teachers reported strong results with Nearpod for student engagement and formative assessment, overall usage varied significantly by site, often due to limited awareness or training. In the case of Art of Education, adoption was minimal despite being available across sites. This limited implementation reduced the overall impact of the action and revealed a need for clearer expectations, stronger site-level accountability, and embedded coaching support. To address these gaps in 2025–26, the district will increase training focused on effective integration of instructional technology tools into daily lessons. Professional development will include real-time classroom application strategies, with site leaders receiving platform usage dashboards to monitor implementation and identify coaching needs. These refinements aim to ensure full utilization of district-funded tools and maximize their potential to enhance instruction, student engagement, and academic outcomes.

Action 1.5 – Technology Infrastructure:
This action was effective in maintaining equitable access to digital tools and ensuring reliable technology infrastructure across the district. All students continued to have access to devices and internet connectivity, enabling uninterrupted participation in online assessments, digital instructional platforms, and intervention tools. The stability of the infrastructure allowed teachers to fully implement tools such as i-Ready, contributing to measurable student gains. The district effectively maintained backend systems and device management tools throughout the year and provided ongoing support to site technology leads to address real-time issues. Teachers reported improvements in platform functionality and integration with daily instruction, and nearly all sites were confirmed ready for online testing and digital instruction cycles. While the foundational infrastructure remained strong, the district recognizes the need to move beyond access toward instructional impact. Beginning in 2025–26, infrastructure planning will be more intentionally tied to teaching and learning. Site administrators and instructional coaches will receive additional support to ensure that digital tools are not only available but also effectively embedded into lesson design and instructional routines. The focus will shift toward increasing teacher fluency with technology integration, improving real-time data use, and enhancing student engagement, ultimately supporting equity and academic acceleration across classrooms.

Action 1.6 – Universal Pre-Kindergarten (UPK):
This action was effective in expanding access to high-quality, developmentally appropriate instruction for early learners and building a vertically aligned system of support from preschool through third grade. The district funded a .5 FTE coordinator and a .75 FTE administrative assistant to lead the planning, enrollment, and implementation of the expanded PK–3 program. Priority registration was given to Foster Youth, English Learners, socioeconomically disadvantaged students, homeless youth, and students with disabilities, ensuring that early learning access was targeted to the district's most vulnerable populations. As a result, the district successfully enrolled 29 additional children and expanded the T4/TK classroom model, maintaining a student-to-adult ratio that supported more responsive social-emotional and academic instruction. Throughout the year, teachers and early learning teams participated in professional development aligned to CDE's Universal Pre-Kindergarten Framework, CLASS®, the DRDP, and standards-based planning from preschool through third grade. Focus areas included SEL development (in partnership with the district's Kimochi curriculum), early math and STEAM integration, and creating inclusive classroom environments. Monthly PLCs allowed staff to collaborate around lesson design, classroom quality, and vertical articulation of skills across grade spans. The program also supported implementation of the "Bridge to Kindergarten" summer program and expanded access to 9-hour school days, which increased engagement and preparation among transitional kindergarten students. The district's early learning program laid a strong foundation for long-term academic success by addressing the indicators that contributed to low performance in primary grade outcomes. Sites with expanded early learning supports also showed progress in reducing the number of students entering kindergarten with significant social-emotional and academic readiness gaps. In 2025–26, the district will continue to expand alignment between classroom environments, standards, and assessments, and will deepen collaboration between general education and early childhood teams to ensure consistency across TK–3. Additional focus will be placed on teacher training for trauma-informed practices, language development strategies for ELs, and instructional pathways for T4 students. These refinements are designed to accelerate readiness, close achievement gaps before they widen, and ensure every child starts their academic journey on solid ground.

Action 1.7 – Ethnic Studies and UDL:
This action demonstrated meaningful progress in establishing a foundation for culturally responsive teaching and inclusive school environments. Although the full implementation of an Ethnic Studies curriculum was paused due to school consolidation efforts and staffing transitions, planning and professional development activities advanced the district's broader equity goals. The DEI Coordinator facilitated early curriculum design planning, led professional learning on anti-bias education, and collaborated with site teams to integrate identity-affirming practices across content areas. Improvements in school climate were evident in the 2024–25 Panorama Education survey results.

Student favorability in the area of "Sense of Belonging" increased from 96% to 97%, and "Perception of Safety" rose from 92% to 96%. These gains signal that efforts to build more inclusive and responsive environments are resonating with students, particularly those from historically underserved groups. In addition, staff reported increased confidence in implementing inclusive instructional strategies following district-wide equity PD. These developments align with the district's long-term commitment to ensure all students feel safe, seen, and valued in their learning spaces. However, chronic absenteeism and suspension data revealed areas requiring deeper structural change. Chronic absenteeism increased districtwide from 22.5% to 24.3%, with significant disparities among African American students (rising to 27.1%) and foster youth (climbing to 52%). These trends reinforce the need to accelerate engagement strategies rooted in cultural affirmation and relationship-building, core components of both Ethnic Studies and broader DEI work. On the other hand, the district did see a reduction in suspension rates for African American students and students with disabilities, suggesting that restorative practices and inclusion-focused training are beginning to influence disciplinary systems in positive ways. Looking ahead to 2025–26, the district will resume development of Ethnic Studies courses through a pilot phase embedded within middle school English Language Arts classrooms. A teacher selection and curriculum design process will be co-led by the DEI Coordinator and the teachers' union, with input from student and community stakeholders to ensure cultural relevance and academic rigor. Implementation will include structured feedback loops, monitoring of student engagement and belonging data, and integration of DEI principles into classroom practice. These refinements will not only support compliance with future Ethnic Studies mandates but are also expected to improve connectedness, reduce chronic absenteeism through deeper student engagement, and narrow disproportionality in behavioral outcomes. The district remains committed to aligning curriculum, instruction, and climate systems with a shared vision of equity, inclusion, and justice for all learners.

Action 1.8 – Expanded Learning Opportunity Program (ELOP):
This action was highly effective in expanding equitable access to academic, enrichment, and whole-child development programming across ARUSD schools. Over 2,000 students participated in ELOP programs, with strong representation from foster youth (39%) and McKinney-Vento students (57%). The district prioritized registration for high-need student groups, including English Learners, socioeconomically disadvantaged students, homeless youth, and students with disabilities. Programs included academic recovery, dual language enrichment, STEAM and VAPA offerings, career readiness activities, and bridge programs designed to support student transitions, such as Bridge to Kindergarten and Bridge to Middle School. These offerings were implemented across all sites, with support from site-level staff and collaboration between counselors, case managers, and family engagement teams to ensure outreach and equitable access. A notable strength was the depth and diversity of programming, including Springboard Collaborative for early literacy, Elevate Math and Envisioners for middle-grade acceleration, and after-school and intersession opportunities that addressed both academic and social-emotional development. Despite these strong outcomes, equity gaps in participation persist in certain neighborhoods and school sites with concentrated high-need student populations. To address this, the district will implement structured referral systems and build real-time tracking tools disaggregated by student group. Counselors and liaisons will receive additional training to ensure consistent outreach, and site leaders will collaborate more directly with expanded learning providers to align ELOP programming with core academic goals, particularly in math and literacy. These refinements are part of a broader effort to reduce chronic absenteeism, improve academic engagement, and ensure that every student, especially those furthest from opportunity, can access high-quality, extended learning experiences that reinforce day-school instruction and support long-term success.

Action 1.9 – Social Emotional Learning (SEL) and Mental Health Services:
This action was highly effective in supporting student well-being, promoting school connectedness, and expanding access to tiered mental health and social-emotional learning (SEL) services. The goal of this action is rooted in research that shows mentally healthy students are more likely to be ready to learn, engage actively in school life, and contribute to a positive campus climate. While all students were eligible to

receive services, priority was given to foster youth, English Learners, socioeconomically disadvantaged students, and homeless youth populations disproportionately impacted by trauma and chronic absenteeism. During the 2024–25 school year, 68% of ARUSD students, over 4,800 children, were supported by school counseling services. Among these, 85% of Tier II and Tier III supports were delivered to high-need student groups. All schools had access to school-based counselors or interns, and students could receive support for one to four days per week, depending on site configuration. Tier I supports included classroom SEL lessons, wellness check-ins using the Kimochis curriculum at the TK–5 level and Sown to Grow at the middle school level, as well as conflict mediation and community-building activities. Tier II supports included small group counseling focused on emotion regulation, restorative practices, and social skills. Tier III supports provided students with direct 1:1 counseling from school-based clinicians or interns and included partnerships with external providers such as Paws to Share for therapeutic animal support. The district also advanced its systemwide coordination of services, with the SEL department overseeing delivery, managing caseloads, and facilitating cross-department collaboration. Counselors, Wellness Center staff, and the SEL director provided real-time coaching and support to schools, ensuring alignment with tiered intervention systems and crisis response protocols. Classroom teachers were equipped with embedded SEL curriculum and weekly resources that could be flexibly implemented to support the social-emotional needs of their students. Effectiveness was reflected in both student and climate data. Panorama survey results showed continued improvement in students' sense of belonging and school safety, with favorability rates reaching 97% and 96%, respectively. Suspension rates among high-need students declined, and staff reported increased confidence in addressing student behavior proactively through relationship-building and SEL integration. However, the district's chronic absenteeism rate increased from 22.5% to 24.3%, signaling the need for deeper integration between SEL services and engagement-focused outreach, especially for foster youth and homeless students, whose rates climbed to 27.1% and 52%, respectively. For 2025–26, the district will adopt a mixed-method evaluation approach to better capture student voice, measure service impact, and identify equity gaps. New evaluation tools will include feedback surveys, SEL screeners, and service tracking dashboards disaggregated by student group and site. Additionally, the SEL and Attendance teams will partner more intentionally to implement early-warning systems and joint case management to reduce absenteeism tied to wellness needs. By strengthening these systems, the district aims to reinforce protective factors, improve access to support, and ensure that every student, particularly those with the highest needs, can thrive socially, emotionally, and academically.

Action 1.10 – Special Education Professional Learning and Inclusion Supports:
This action was effective in improving inclusive practices and IEP team decision-making aligned to the Least Restrictive Environment (LRE). Program Specialists completed trainer certification for core special education curricula (Language! Live, TransMath, ReadWell) and supported classroom implementation through walkthroughs and coaching. Monthly department meetings and newsletters ensured consistent communication on compliance, instruction, and updated LRE guidance. Over 95% of IEP teams were trained on revised protocols emphasizing the need to document general education interventions before recommending special education placement. This resulted in increased consistency in IEP documentation and contributed to a higher percentage of students with disabilities being served in general education for 80% or more of the school day. Additionally, behavior specialists expanded Therapeutic Crisis Intervention (TCI) supports, with two staff certified as Trainers of Trainers and biweekly case review meetings improving alignment of behavior strategies. These efforts strengthened collaboration across general and special education teams, improved pre-referral practices, and helped reduce unnecessary placements in more restrictive settings. For 2025–26, the district will continue to monitor LRE data, expand inclusion-focused training, and ensure IEPs consistently reflect interventions attempted prior to placement decisions.

Actions 1.11, 1.12, 1.13 – English Learner Support: ELD Professional Development, ELPAC Assessment, and Biliteracy Pathway
These three actions have been highly effective in strengthening the district's instructional and assessment systems for English Learners, leading to measurable academic growth, increased language proficiency, and expanded recognition of multilingualism as an asset. Targeted

professional development was implemented at 12 school sites, engaging over 150 teachers in training focused on the ELD Standards, Framework, and Roadmap, with a strong emphasis on both designated and integrated instruction. Each site designated an ELD lead to support site-based implementation and coaching. As a result, there was a 17% increase in teachers reporting consistent use of integrated ELD strategies in their classrooms. These efforts contributed to an 11-point increase in average Distance from Standard for English Learners on the 2024 SBAC in both English Language Arts and Math, clear evidence of instructional impact. The district also made notable progress in expanding and systematizing its biliteracy pathway. LAS Links was implemented across K–8 as the primary biliteracy assessment, with updated eligibility criteria aligned to the State Seal of Biliteracy. According to 2024 data (Metric 1.20), the percentage of 5th-grade students scoring proficient or above rose from 32% to 38%, while 8th-grade proficiency increased from 66% to 68%. These gains indicate stronger instruction in both English and partner languages and a deepening integration of biliteracy into the instructional day. Staff received release time and professional development to refine curriculum, design student pathways, and review multiple eligibility measures, including LAS Links and i-Ready. Additional supports were also provided to Vietnamese dual-language programs to ensure coherence in biliteracy instruction and recognition. According to the 2024 California School Dashboard, 47.6% of English Learners are now making progress toward English language proficiency, marking a significant improvement from previous years. These outcomes reflect the district's intentional focus on quality instruction, equitable assessment, and meaningful recognition of language diversity. In summary, these actions have proven effective in advancing the district's goals for English Learner achievement, and they have laid a strong foundation for continued progress. Plans for 2025–26 include expanded ELD coaching, refined implementation of LAS Links, and increased site-level access to dual-language and biliteracy programming, each aligned with the district's broader equity commitments.

Action 1.14 – Student Health and Chronic Absenteeism Supports:
This action had mixed results. While social-emotional and health services were consistently provided across the district, chronic absenteeism increased among several high-need student groups, indicating the need for stronger integration of wellness supports and attendance interventions. The district prioritized services for Foster Youth, English Learners, socioeconomically disadvantaged students, homeless youth, and students with disabilities. Students received access to school-based services through collaboration among counselors, SEL specialists, nurses, liaisons, and community partners. Supports included Tier I SEL lessons, small group counseling, 1:1 therapeutic sessions, home visits, and partnerships with outside agencies. Programs such as Sown to Grow, Kimochis, and Paws to Share helped address emotional regulation, behavior, and trauma responses. Despite strong infrastructure, chronic absenteeism data reveal a widening engagement gap. The districtwide chronic absenteeism rate rose from 22.5% to 24.3%. Foster Youth absenteeism increased from 38.8% to 52.1%, McKinney-Vento students rose from 43.4% to 52.0%, socioeconomically disadvantaged students rose from 25.4% to 27.7%, and students with disabilities increased from 26.9% to 29.4%. These numbers indicate that while students may feel more supported emotionally, as evidenced by 97% reporting a sense of belonging and 96% reporting feeling safe at school in the Panorama survey, external barriers continue to prevent regular school attendance. Suspension rates showed improvement, with reductions noted among African American students and students with disabilities, suggesting progress in restorative practice implementation. In response, the district will expand its multi-agency strategy to reduce chronic absenteeism in 2025–26. This includes site-level case management teams, joint tracking systems across SEL and Attendance departments, and structured referral processes for students demonstrating early attendance concerns. Additional emphasis will be placed on connecting Expanded Learning, home visits, and family liaisons to attendance recovery strategies, especially in schools serving the highest-need populations. This action established critical support structures, but the rising absenteeism trends reinforce the need for early intervention, integrated monitoring, and deeper family engagement to ensure every student is present, connected, and learning.

Actions 1.15, 1.16, 1.17 – Safe Campus Environment, Facility Maintenance, and Core Program Support:

These actions were effective in maintaining the essential conditions for student learning, safety, and instructional continuity. The district invested in campus safety infrastructure, including vape detectors at all middle schools, AED systems, surveillance cameras, and vandalism mitigation tools. All schools received "Good" ratings on the Facility Inspection Tool (FIT), and Panorama survey data showed 96% of students reported feeling safe at school, reinforcing the impact of visible, proactive safety measures. Routine and preventative maintenance ensured facilities remained clean, functional, and compliant with Williams Act requirements, with no major disruptions reported. General fund allocations supported districtwide delivery of ELD and core academic programs, including textbook access and instructional material distribution. These foundational investments ensured that students across all sites had access to standards-aligned curriculum and fully resourced classrooms. In 2025–26, the district will continue to monitor facility conditions, safety trends, and program alignment to LCAP priorities and Dashboard performance data to guide resource allocation and maintain high-quality learning environments.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of a comprehensive implementation review, outcome data analysis, and stakeholder feedback from the 2024–25 school year, the district has made several strategic refinements under Goal 1 for the 2025–26 school year. While the overarching goal remains unchanged to promote equitable and inclusive conditions of learning, there are no changes to the planned actions. Instead, the district is now moving into the next phase of implementation, prioritizing the delivery, coherence, and effectiveness of these actions to ensure fidelity and measurable impact. Adjustments to associated metrics and implementation strategies reflect a stronger emphasis on sustainability and deeper alignment with California School Dashboard equity indicators.

A key component of this refinement is the development and implementation of Universal Course Expectations, which will include alignment to state standards, clearly defined grade-level course expectations, and common assessments. These expectations, collaboratively developed by grade-level teams, will establish a districtwide academic foundation that ensures instructional consistency and equitable access to rigorous content across all classrooms. This work is designed to accelerate learning and close achievement gaps, particularly for historically underserved student groups. The development of Universal Course Expectations will also serve as the cornerstone of a Core Instruction Framework that guides unit planning, daily instruction, formative assessment, and intervention. Professional development in 2025–26 will focus on building educator capacity to implement these expectations with fidelity, develop a shared understanding of proficiency, and strengthen progress monitoring systems.

The most significant shift in delivery is the transition from a specialist-led intervention model to a classroom-embedded system of differentiated instruction. Although intervention specialists were highly effective, completing over 1,900 intervention cycles and producing measurable academic gains in ELA and Math, budget constraints necessitate a reallocation of resources. Beginning in 2025–26, the district will emphasize teacher-led small group instruction supported by professional development in standards alignment, formative assessment, and real-time data use. One intervention specialist will be retained to support newcomer students, but all other support will be embedded within Tier I instruction. This change institutionalizes effective intervention practices across all classrooms and reduces reliance on externally staffed models.

Building on this instructional alignment effort, professional development will be expanded and differentiated to directly support the implementation of Universal Course Expectations and address the equity gaps identified in Dashboard performance data. As teachers

implement the newly defined learning targets and grade-level expectations, training will focus on culturally responsive pedagogy, inclusive behavior practices, and targeted supports for key student groups, including African American, Hispanic, English Learners, students with disabilities, foster youth, and McKinney-Vento students. Professional learning will be delivered through a combination of district-led workshops, co-designed sessions with external partners, and dedicated release time for collaborative planning and instructional refinement.

While no changes have been made to the planned metric or long-term target for Metric 1.3, the timeline for implementing the associated action has been adjusted based on reflection and alignment with broader instructional initiatives. Originally scheduled for development in 2024–25, the Classroom Implementation Tool, which will measure alignment with the Positive Conditions of Learning Standards, will now be created in the 2025–26 school year. This shift allows the tool to be developed in conjunction with the district's Universal Course Expectations, ensuring coherence in instructional practice, consistency across classrooms, and a more meaningful baseline for monitoring progress.

In addition, the Ethnic Studies pilot, which is directly tied to this metric, was paused during the 2024–25 school year due to school consolidations but will resume in 2025–26. The DEI Coordinator will co-lead curriculum development and teacher selection in collaboration with the Teachers Association. Initial implementation will take place in middle school English Language Arts classrooms, with embedded feedback loops to inform future scaling. The Classroom Implementation Tool will also be used to monitor implementation of Ethnic Studies content and instructional practices, ensuring alignment with the Positive Conditions of Learning Standards. This initiative supports the district's inclusive curriculum goals and is a key strategy to increase student engagement, foster belonging, and address chronic absenteeism among historically underserved groups.

Refinements to the district's English Language Development (ELD) and biliteracy programming will continue based on strong 2024–25 outcomes. With 47.6% of English Learners making progress toward English proficiency, as reported on the 2024 California School Dashboard, the district will expand coaching support for both designated and integrated ELD instruction. Professional development will remain aligned to the ELD Framework and Roadmap, with a focus on practical strategies and site-based implementation. Biliteracy pathways will also be strengthened through the continued use of LAS Links and year-end assessments to determine Seal of Biliteracy eligibility, ensuring multiple reliable measures of readiness. Tailored support will continue for Dual Language Immersion programs (Vietnamese and Spanish) to ensure alignment, fidelity, and strong outcomes for multilingual learners.

Expanded Learning Opportunity Programs (ELOP) will continue at all school sites and will expand to include before-school programming in addition to after-school and intersession offerings. During the 2024–25 school year, over 2,000 students participated in ELOP, including 39% of foster youth and 57% of McKinney-Vento students. However, participation varied across neighborhoods. To improve reach and impact, the district will implement real-time enrollment dashboards disaggregated by student group, structured referral systems, and stronger alignment between ELOP activities and core instruction. Site leaders, counselors, and family liaisons will receive additional training to increase outreach in underserved communities, and ELOP providers will work closely with instructional teams to reinforce classroom learning.

To ensure continuous improvement, the district will implement mixed-method evaluation systems across major initiatives such as ELOP, SEL, and ELD. These systems will integrate academic and attendance data with input from students, families, and staff, allowing for more responsive and real-time progress monitoring. This approach will enable both site and district teams to adjust strategies proactively, ensuring that supports remain targeted, equitable, and effective.

In summary, while no changes have been made to the planned actions under Goal 1, the district is deepening implementation and strengthening delivery systems to ensure meaningful progress. These refinements reflect a sustained commitment to instructional coherence, equitable access to high-quality instruction, and systemic supports that close opportunity and achievement gaps. Goal 1 for 2025–26 will emphasize alignment, intentional delivery, and fidelity as drivers of improved learning conditions and academic outcomes for all students.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Recruit, retain, develop and celebrate employees	To increase and improve services for unduplicated students with supplemental materials and services that support the core program. Funds will support AVID programming, tutoring/Intervention programs, materials and training for site based dual language programs, site-based enrichment, academic field trips, parent/family engagement, technology and other activities that address the "red" California Dashboard indicators for the site. Maintain lower student:teacher ratio in order to provide rigorous instruction in all classrooms *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)	$7,575,164.15	Yes
1.2	Targeted support services and programming -school sites	Costs related to recruitment and retention of high quality staff Recognition of staff Additional stipends for retention of staff Professional Development for support staff	$2,943,939.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.3	Professional development and support to ensure high quality instruction	Provide teachers and administrators professional development to deliver high quality instruction including the training that supports the implementation of board adopted curriculum (i.e., service contracts/conferences / trainings / workshop fees, registration and travel costs). Hire mentors and provide programming to support new teachers and administrators Lead monthly Professional Learning Communities for teachers in years one through three with an emphasis on improving outcomes for students in special education by honing best practices in case management, instruction, formative assessment, and IEP creation .75 FTE to coordinate textbook/material that supports classroom instruction and cost of Librarian of Record (SCCOE) 1.0 FTE Coordinator to plan, manage ,train and implement ARUSD Ethnic Studies program Release time and/or extended duty to attend professional development Additional PD days to continue development of highly qualified staff Insitute PLC structure for instructional teams focused on collaboration, professional growth and continuous evaluation and improvement Special Education teachers and support staff receive ongoing training around specific student learning needs Provide anti-bias, anti-racist and culturally responsive teaching training that addresses the equity gap of our student groups in "red" (African American, Hispanic, Homeless, Foster Youth, Pacific Islander, English Learners, Students with disabilities,Two or more races, Socioeconomically Disadvantaged)	$2,997,967.07	Yes

Action #	Title	Description	Total Funds	Contributing
		*This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)		
1.4	Supplemental Educational Programs and Platforms	Adopt a new student assessment and personalized instructional platform that provides a universal screener, diagnostic benchmarks, progress monitoring and individualized learning pathway for students Educational technology programs and platforms that support core subject areas and provide formative assessments *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)	$378,000.00	Yes
1.5	Tech Support for Instructional Programming	Costs related to Tech Support (i.e. licensing agreements, materials, supplies and support staff) Maintenance and upgrade of student and staff devices and related technology	$1,094,576.07	Yes
1.6	UPK (expanded PK - 3) Program	.5 Coordinator to plan, manage, develop and implement ARUSD UPK (expanded PK -3) program (adjust title) .75 FTE Administrative Assistant to support ARUSD UPK (expanded PK - 3) program Provide materials and supplies related to the implementation of the UPK (expanded PK -3) program	$1,108,235.09	No

Action #	Title	Description	Total Funds	Contributing
		Prioritize registration for high need students including Foster Youth, English Learners, socio-economically disadvantaged (SED), homeless youth and students with special needs (SWD). Provide services to T4 students until they become school age Create a vertical alignment of developmentally appropriate practice and standards aligned instruction and programming for Preschool through third grade. Develop a well prepared PK through 3rd grade workforce with ongoing professional development and professional learning communities (PLCs) Offer expanded learning opportunities (Bridge to Kindergarten summer program and high quality before and after school programs). Expand opportunities for a 9 hour day Increase adult-to-child ratios to best support responsive socio-emotional and academic instruction (classroom paraprofessional in each T4/TK classroom) *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)		
1.7	Implementation of Ethnic Studies	Materials and supplies related to the implementation of the Ethnic Studies program In order to make sure that the Ethnic Studies curriculum designed is accessible to all students, we will train every Ethnic Studies teacher and lesson designer in Universal Design for Learning (UDL). Build sustainability through Trainer of Trainers model and Community of Practice to support learning and implementation	$25,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		Create Professional Learning Community (PLC) that consists of training, curriculum design and collaboration Hold monthly Community of Practice (COP) that consists of training and curriculum development Participate in additional Ethnic Studies networks to align best practices county and statewide.		
1.8	Expanded Learning Programming	Provide Expanded Learning Programs at all school sites. Prioritize registration for high need students including Foster Youth, English Learners, socio-economically disadvantaged (SED), homeless youth and students with special needs (SWD). Enrichment Programs Summer and Intersession Programs (i.e. Academic, Enrichment, Camps, VAPA programs, STEAM programs, Jazz and Mariachi programs) Summer bridge programs to support the transition to school (i.e. Bridge to Kindergarten, Bridge to Middle School) After School Sports Program MESA Homework/Tutoring Centers After School Intervention programs Additional staff costs related to providing Expanded Learning Programs (i.e. custodial, CNS, administrative, health assistants, etc.) Monthly opportunities for professional development for Expanded Learning professionals on program implementation and research-based	$11,982,933.02	No

Action #	Title	Description	Total Funds	Contributing
		differentiation techniques aimed at optimizing student learning time in special education		
1.9	Positive School Climate and Culture	Administrative oversight for the department of Mental Health and Social Emotional Learning (i.e. Director, Coodinator, Administrative Assistant) Counselor and intern support at all school sites. Prioritize services for high need students including Foster Youth, English Learners, socio-economically disadvantaged (SED), homeless youth and students with special needs (SWD). Social Emotional learning support for students, families and staff (Tier 1 support) Alignment and implementation of SEL curriculum (Tier 1 support) Delivery and facilitation of professional development for staff Development and implementation of Crisis Response Plan and Team (Tier 1 support) Implementation and alignment of restorative practices for students, families and staff (Tier 1 support)	$1,989,649.07	Yes
1.10	Special Services for students	Provide a free and appropriate public education for each student with an individualized education plan in the least restrictive environment available. Maintain the district-adopted ELA and math initiatives, including Sonday Reading System, Steps to Advance, Read Well, Language! Live, Read Well, Transmath, and Unique Learning System; moreover, include Language 4E into our 4-5 Special Day Classes Engage a Language!/Read Well/Transmath consultant to do monthly walkthroughs of classrooms in order to support and help with data	$32,910,961.00	No

Action #	Title	Description	Total Funds	Contributing
		collecting and analysis for the goal of implementing the program effectively. Professional development for Program Specialists to further support classroom curricula-Read Well, Language! Live, and TransMath Trainer of Trainer Monthly staff meetings for special education to go over compliance updates and provide chances for professional growth. Special education teachers in Preschool, TK, and Kinder participate in monthly training with the learning department to align practices with general education teachers across the district. Maintain a monthly Special Education newsletter and department website so that all employees are informed of the most recent professional development opportunities, suggested behavior strategies, curriculum revisions, and compliance activities. Monthly Professional Learning Communities with an emphasis on improving outcomes for students in special education by honing best practices in case management, instruction, formative assessment, and IEP creation for teachers in years one through three. Supervision by district and school administrators to guarantee that when placing students with disabilities outside of the general education program, IEP teams take the least restrictive environment (LRE) into account. Expand the availability of behavior specialists. To provide staff training and certification in Therapeutic Crisis Intervention (TCI), the district behavior specialist took part in Cornell University's TCI Certificate Program. Organize team meetings for behavior specialists every two weeks to exchange and coordinate best practices *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)		

Action #	Title	Description	Total Funds	Contributing
1.11	Supplemental Support for English Language Development	Provide professional development opportunities for teachers and administrators for English Language Development of ELD Standards/Framework/Roadmap/Designated and Integrated ELD, Differentiation strategies/state adopted programs/Practitioners Guide for Educating English Learners with Disabilities (i.e. substitute costs, service contracts, conferences, trainings, workshop fees, registration and travel costs) Provide professional development for special education teachers and service providers specific to supporting English Learners with disabilities including understanding and applying IEP processes for EL state assessments. Understanding and applying accommodations, designated supports and universal tools. Provide parent workshops on strategies to support their student's second language acquisition. Provide expanded language acquisition opportunities through clubs, workshops, intersession programs, etc. Targeted support for Long Term English Learners *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)	$21,413.96	Yes
1.12	Support for English Language Proficiency Assessment to provide designated EL support	Train, maintain and support a team of qualified ELPAC testers to work with all schools during the ELPAC testing window and interim assessments ELPAC testers collaborate with ELD Coordinator and other Academic Services administrators for testing coordination and other support	$177,263.36	No

Action #	Title	Description	Total Funds	Contributing
		Support testing administration requirements for all students classified as English learners particularly students with disabilities that are also identified as English learners (student test settings), schedule and test all English learners Maintain the necessary tools and materials to successfully and equitably administer the English language proficiency assessment for all students.		
1.13	Biliteracy Pathway Opportunities	Provide opportunities for students to participate in biliteracy programs, develop their home language and/or meet criteria for biliteracy attainment Student assessment and learning platforms that support growth in biliteracy Costs related to professional development, program and curriculum planning (i.e. workshops and conferences)	$131,858.08	Yes
1.14	Support Services for Students	All school sites receive services that provide an extra layer of support with student health needs, improving the rate of chronic absenteeism, safe transportation of students and ensuring instructional materials to all students. These additional services allow our FY, EL and SED students extra support during the school day with specialized supports. Provide additional health support to schools (i.e., LVNs, RNs, contracted nursing agencies) Additional extended hours will be provided to support the special health needs of students, special events and programs School office assistants at every site provide support with improving rate of chronic absenteeism	$4,923,283.94	Yes

Action #	Title	Description	Total Funds	Contributing
		Support testing administration requirements for all students classified as English learners particularly students with disabilities that are also identified as English learners (student test settings), schedule and test all English learners Maintain the necessary tools and materials to successfully and equitably administer the English language proficiency assessment for all students.		
1.13	Biliteracy Pathway Opportunities	Provide opportunities for students to participate in biliteracy programs, develop their home language and/or meet criteria for biliteracy attainment Student assessment and learning platforms that support growth in biliteracy Costs related to professional development, program and curriculum planning (i.e. workshops and conferences)	$131,858.08	Yes
1.14	Support Services for Students	All school sites receive services that provide an extra layer of support with student health needs, improving the rate of chronic absenteeism, safe transportation of students and ensuring instructional materials to all students. These additional services allow our FY, EL and SED students extra support during the school day with specialized supports. Provide additional health support to schools (i.e., LVNs, RNs, contracted nursing agencies) Additional extended hours will be provided to support the special health needs of students, special events and programs School office assistants at every site provide support with improving rate of chronic absenteeism	$4,923,283.94	Yes

Action #	Title	Description	Total Funds	Contributing
		Maintain additional bus driver positions to support district-wide programs (i.e., field trips, extended learning programs, parent trainings, bus monitoring and tracking software) Transportation services including bus monitors to support student safety during transportation of students with disabilities (SPED) Library Technician- centralized support Additional custodial support *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)		
1.15	Maintaining a Safe School Environment	Resources, materials and services that promote and maintain a phycially safe school environment for all (i.e. security cameras and monitoring at school sites, VAPE detectors, safety flags, campus patrol, AED service and vandalism remediation)	$259,900.00	No
1.16	Routine Restricted Maintenance Repair	Maintenance and repair for school and district facilities (i.e., materials, supplies, services, maintenance)	$4,722,633.00	No
1.17	Core Program Support	General fund allocation to provide the conditions of learning that support quality programming for all students in our district including Core subject areas and ELD programming.	$64,018,425.70	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Create and implement a Multi-Tiered System of Support (MTSS) across the district that ensures the well-being of staff, students, and their families. This asset-based approach will allow all members of the Alum Rock community appropriate access to tiered academic, behavioral, and social-emotional support.	Broad Goal

State Priorities addressed by this goal.

Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Our needs assessment highlighted the need for comprehensive and cohesive systems of support to maximize student success including strategies to increase student academic achievement, English Learner progress, attendance, suspension rates, and the prevention of inequitable practices, This goal was created to address the need to create systems maps, resources that align, and system protocols to ensure all students are getting the best educational experience possible.

During the needs assessment work, we looked at student groups and systems data that identified the need to create a strong MTSS structure for our students. These data points included Panorama surveys, suspension data, referrals to special education, newcomer, English Learner, Homeless, and Foster Youth student data.

The Spring 2024 Panorama survey showed that 37% of our elementary and 38% of our middle school students did not rate favorably for feeling safe at school. Additionally, 26% of elementary and 41% of our middle school students did not rate favorably for having a sense of belonging to their school. This data showed us that more systems need to be reinforced and created to support students' sense of a safe and welcoming school environment.

While suspensions have decreased overall in the last two years, we still see student groups being suspended and/or given referrals to the office disproportionately across the district. On the California Dashboard, the student performance level for the suspension indicator for our African American student population is rated "red." In addition, the student performance level for the suspension indicator for homeless, two or more races, Pacific Islanders, and students with disabilities is rated "Orange." During the 2023/2024 school year, 742 student behavior incidents were reported that resulted in a referral or suspension. Of the 742 incidents, 86.4% were reported on Hispanic or Latino students, while 11.19% were reported on Asian, 2.83 on two or more races, 2.02% on Filipino, 1.75 black or African American, and 1.21 Native Hawaiian or Pacific Islander.

When we looked at attendance, year-to-date for the 2023/2024 school year, 22.5% of our students are chronically absent, which was a 1% increase from the 2022/2023 school year. In 2022/2023, the California Dashboard shows that our chronic absenteeism rate was 21.5%,

which was an increase of 12.3% from the previous year. While we have been focusing on attendance strategies and teams through our differentiated assistance work, we recognize that systems need to be strengthened to address the immediate need, since this number continues to rise.

During the 2023/2024 school year, we had 453 newcomer students, which was an increase from 342 during the 2022/2023 school year. This increase demonstrates the need to incorporate systems to support newly enrolled students and support the families of our newcomer students. Additionally, during the 2022/2023 school year, the California Dashboard shows that we had 2,368 English Learners of which 40.9% made progress towards English proficiency. This was a decline of 7.4% making progress from the 2021/2022 school year.

Our unduplicated pupil numbers have also seen an increase, illustrating the need to focus on systems of support for these student populations. For example, in the 2022/20223 school year, the number of students who are in foster care have grown from 39 students in 2022/2023 to 55 students in 2023/2024. Similarly, we had 134 students reporting as homeless in 2022/2023 and it has grown to 253 students.

In the 2023/2024 school year, we had 346 students referred to special services, and out of those, 275 students qualified for special services and 71 did not qualify. Currently, 15% of our students are eligible for special services in our district.

Developing a goal to implement a districtwide multi-tiered system of supports (MTSS) will allow staff to focus on equity and ensuring that systems are structured and in place to meet the diverse needs of our population and mitigate the growing demographic disparities.

Due to the large number of red performance areas that need to be addressed through our LCAP actions and services, staff has developed Appendix A as a way to organize the actions and services by school, student group and dashboard indicator. Appendix A can be found immediately after the LCAP fiscal tables

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	SBAC results for 3rd grade students	According to the Spring 2023 SBAC data, the following are the overall student results for 3rd grade ELA: 21.73% of 3rd grade students met or	According to the Spring 2024 SBAC Data, the following are the overall student results for 3rd-grade ELA: 25.62% of 3rd grade students		Based on Spring 2026 SBAC data, ARUSD will see the following growth in overall student results for 3rd grade ELA:	3.89% (25.63%) increase in students meeting/exceeding grade level standards on overall 3rd grade SBAC ELA

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Exceeded Standard for SBAC ELA	met or exceeded the standard for SBAC ELA, an increase of 3.89% of students meeting or exceeding the standard. We are on track to meet or exceed the goal of 26.73% by Spring of 2026."		a 5% increase (26.73 %) in students meeting/exceeding grade level standards in 3rd grade SBAC ELA	
2.2	Student Panorama Survey	On the Spring 2024 Panorama Survey, 79% of 3rd grade students responded favorably to "Climate of Support for Academic Learning"	In Spring 2025, 70% of 3rd-grade students responded favorably to "Climate of Support for Academic Learning."		By Spring 2027, 83% or higher of 3rd grade students will respond favorably to "Climate of Support for Academic Learning" on the Spring Panorama Survey	9% decrease
2.3	Tiered Services Satisfaction Survey data	Staff will collaborate on the development of the Tiered Services Satisfaction Survey for students, parents, and staff. Baseline will be established in the 2024/2025 school year	The Tiered Services Satisfaction Survey for Action 2.4 was initially planned for the 2024–2025 school year but has been postponed to 2025–2026 to allow for the refinement of		By June 2027, 75% of respondents will respond favorably to the Tiered Services Satisfaction Survey.	Baseline will be established during the 2025/26 school year.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Tiered Services definitions, alignment with revised MTSS structures, and development of a more targeted feedback tool based on evolving site-level implementation practices.			
2.4	ELPAC growth	Baseline for Newcomers will be established in 24/25 school year	Baseline data is being established during the 2024–2025 school year; no year-over-year differences will be available until Fall 2025 when the baseline is finalized.		Based on the 2026 ELPAC results, 60% of Newcomers will grow 1 band or more on the ELPAC	Baseline will be established during the 2025/26 school year.
2.5	SBAC results	According to the Spring 2023 SBAC data, the following are the overall student results for: Homeless Students: ELA: 8.25% met or exceeded Math: 3.9% met or exceeded Foster Youth: no data available due to size of group	According to the Spring 2024 SBAC data, the following are the overall student results for: Homeless Students: ELA: 11.54% met or exceeded Math: 5.41% met or exceeded		Based on Spring 2026 SBAC results, ARUSD will see the following growth in overall student results for: Homeless Students: ELA: 25% meet/exceed Math: 20% meet/exceed	Since Spring of 2023 to Spring of 2024 SBAC Homeless Students: ELA: increased 3.29% who met or exceeded standard Math: increase 1.51% who met or exceeded standard

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		English Learners: ELA: 5.97% met or exceeded Math: 7.59% met or exceeded Socioeconomically Disadvantaged Youth: ELA: 20.86% met or exceeded Math: 15.47% met or exceeded Students with Special Needs: ELA: 15.75% met or exceeded Math: 12.26% met or exceeded	Foster Youth: no data available due to size of group English Learners: ELA: 6.31% met or exceeded Math: 7.55% met or exceeded Socioeconomically Disadvantaged Youth: ELA: 23.49% met or exceeded Math: 16.7% met or exceeded Students with Special Needs: ELA: 5.17% met or exceeded Math: 6.59% met or exceeded		Foster Youth: ELA: 25% meet/exceed Math: 20% meet/exceed English Learners: ELA: 20% meet/exceed Math: 25% meet/exceed Socioeconomically Disadvantaged Youth: ELA: 35% meet/exceed Math: 30% meet/exceed Students with Special Needs: ELA: 30% meet/exceed Math: 30% meet/exceed	Foster Youth: no data available due to size of group English Learners: ELA: increased 0.34% who met or exceeded standard Math: decreased 0.04% who met or exceeded standard Socioeconomically Disadvantaged Youth: ELA: increased 2.63% who met or exceeded standard Math: increased 1.23% who met or exceeded standard Students with Special Needs: ELA: decreased 10.58% who met or exceeded standard Math: decreased 5.67% who met or exceeded standard
2.6	iReady results	This is a new assessment platform. Baseline Fall 2024	N/A		By June 2027, 60% of all K-8th students are meeting their	No Difference - Baseline was set during the

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Baseline - % of students meeting their Stretch Growth Goals in i-Ready ELA Homeless Students: 8% Foster Youth: 9% English Learners: 7% Socioeconomically Disadvantaged Youth: 10% Students with Disabilities: 9% Math Homeless Students:7% Foster Youth:8% English Learners: 6% Socioeconomically Disadvantaged Youth: 7% Students with Disabilities: 7%			stretch growth goals in i-Ready ELA and i-Ready Math	2024/2025 school year.
2.7	Dashboard Data on Chronic Absenteeism	According to the 2023 California Dashboard, 22.5% 1,721/7,650 of students overall are chronically absent. Homeless students: 42% Foster Youth: 22% English Learners: 22%	According to the 2024 CA Dashboard, 24.3% of students were chronically absent overall which increased in comparison to 2023. Homeless: 43.6% Foster Youth: 52%		According to the 2026 California Dashboard, the number of chronically absent students overall will decrease to 13% Homeless students: 29% Foster Students: 9%	All Students +1.8% Homeless - +1.6% Foster Youth - +30% English Learners - +1.6% Socioeconomically Disadvantaged +2.9% Students with Disabilities - +2.5%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Socioeconomically Disadvantaged Youth: 24% Students with Disabilities: 31% Hispanic/Latino: 24% Pacific Islander: 37% African American: 32%	English Learners: 23.6% Socioeconomically Disadvantaged Youth: 26.9% Students with Disabilities: 33.5% Hispanic/Latino: 26.9% Pacific Islander: 39.1% African American: 27.1%		English Learners: 9% Socioeconomically Disadvantaged Youth: 11% Students with Disabilities: 18% Hispanic/Latino: 11% Pacific Islander: 24% African American: 19%	Hispanic/Latino - +2.9% Pacific Islander - 2.1% African American - -4.9%
2.8	SST Process and Documentation	During the 2023/2024 school year, 15% of students had an IEP	During the 2024/2025 school year, 16.9% of students had an IEP		By June 2027, the number of students with an IEP will drop to 12% or less districtwide	1.9% Increase
2.9	Parent Panorama Data	On the 2023/2024 Spring survey, the favorability rate for all parents was: Sense of Belonging- 96% *Staff takes my concerns seriously - 94% *School staff responds to my child's needs- 95% *My child's background is valued at this school- 97%	On the 2024/2025 Spring survey, the favorability rate for all parents was: Sense of Belonging- 97% *Staff takes my concerns seriously - 96% *School staff responds to my child's needs- 95% *My child's background is valued at this school- 98%		By Spring 2027, the favorability rate for all parents will show the following improvement: Sense of Belonging- 97% *Staff takes my concerns seriously - 95% *School staff responds to my child's needs- 96% *My child's background is	Sense of Belonging increased by 1% Staff takes my concerns seriously, increased by 2% School staff responds to my child's needs - No Difference My child's background is valued at this

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					valued at this school- 98%	school, increased by 1%
2.10	Professional Development	For the 2023/2024 school year, 53% of staff surveyed responded favorably that professional development supported their understanding of and work with tiered systems of support	For the 2024/2025 school year, 68.8% of staff surveyed responded favorably that professional development supported their understanding of and work with tiered systems of support		By June 2027, 70% of participants will respond that the specific professional development supported their understanding of and work with tiered systems of support	Increase of 15.8%
2.11	Participation rates for ELs and FY in ASES and summer programs	Based on June 2024 enrollment records, 21% of FY students attended summer school/enrichment programs 28% of EL students attended summer school/enrichment programs	Based on the May 2025 enrollment records, 25% of Foster Youth are enrolled in summer school/enrichment programs 20% of EL students are enrolled in summer school/enrichment programs		Based on June 2027 enrollment records, 30% of FY students will attend summer school/enrichment programs 35% of EL students will attend summer school/enrichment programs	Foster Youth: 5% increase English Learner: 8% decrease

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.
A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

During the 2024–25 school year, Alum Rock Union School District (ARUSD) made significant strides in implementing Goal 2, which focuses on the creation and expansion of a district-wide Multi-Tiered System of Support (MTSS) framework to address academic, behavioral, and social-emotional needs. The district approached implementation through four major actions, each tailored to support key student populations and reinforce systemic capacity to deliver equitable, tiered services.

Under Action 2.1 (UPK/PK-3 Expanded Access), the district successfully created inclusive preschool to third-grade environments. A substantive adjustment was made to serve students with IEPs who had met their goals and were thus ineligible for extended school year (ESY) services. These students were instead enrolled in general education Bridge to Kindergarten (B2K) classrooms with enhanced support provided by State and Federal-funded Behavior Technicians. This unanticipated but strategic adaptation ensured continuity of services and family satisfaction, while also modeling inclusive early learning. Additionally, the district expanded developmental screenings and referrals through coordination with Santa Clara County behavioral health agencies.

Action 2.2 (Social-Emotional Learning and Wellness Infrastructure) saw the successful launch and operation of six Wellness Centers across the district. These centers provided tiered support to over 4,500 students by April 2025. Students benefited from Tier I services such as SEL lessons, mindfulness exercises, and support animal visits, as well as Tier II and III interventions, including small groups, crisis assessments, and individual regulation sessions. A notable challenge was the delayed rollout of the CARE Teams, originally planned for this year, which are now set to launch in Spring 2025. Despite this, the wellness infrastructure demonstrated strong student engagement and provided foundational support for future expansion of mental wellness services.

Action 2.3 (Support for Long-Term English Learners and Newcomers) focused on providing targeted interventions through specialists and the assignment of a dedicated TOSA. While most planned components, including winter ELD institutes, teacher training, and provision of supplemental materials, were successfully implemented, the development of a formalized newcomer intake process was not completed as scheduled. This remains a gap in the onboarding and support infrastructure for newly arrived students, highlighting an area for further system alignment in the upcoming year.

Action 2.4 (Supplemental Services for Designated Student Populations) supported over 4,180 students, 94% of whom were identified as unduplicated through counseling, case management, and access to expanded learning and basic needs resources. Services were provided through a coordinated effort between Student Services, SEL, and State and Federal Programs. However, the absence of a centralized tracking system limited the district's ability to monitor service participation and intervene in real time when students disengaged. In response, the district plans to implement a new data system and more intentional outreach strategies in the coming year, including leveraging community liaisons and strengthening trauma-informed practices across departments.

Across all actions, the district demonstrated adaptability in addressing emerging needs and refining implementation based on real-time data and stakeholder feedback. While some components, such as the CARE Team and Newcomer intake process, experienced delays, the overall effort marked a significant step toward institutionalizing a coherent, equity-driven MTSS framework districtwide. These efforts were

also supported by professional development aligned to MTSS principles, leading to a 15.8% increase in staff reporting that PD supported their understanding and application of tiered supports. This foundational work sets the stage for expanded system coherence and deeper impact in 2025–26.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

For Goal 2, which focuses on implementing a Multi-Tiered System of Support (MTSS) to ensure students' academic, behavioral, and social-emotional needs are met, there were several material differences between budgeted and estimated actual expenditures. These differences were shaped by implementation adjustments, staffing availability, and capacity constraints. While the overall direction and equity focus of the goal were maintained, shifts in spending reflect both emerging needs and operational realities experienced during the 2024–25 school year.

One of the most substantial differences occurred under Action 2.1 (UPK/Expanded PK–3 MTSS Integration), where no funds were expended despite a $30,000 budget allocation. This variance was the result of a late-year shift in program prioritization and the district's decision to repurpose existing early education resources to support inclusive summer learning. While the action was carried out through programmatic strategies, such as assigning Behavior Technicians to Bridge to Kindergarten classrooms and using ASQs for developmental screening, the funds were ultimately not drawn down, illustrating that implementation was supported through alternative fiscal avenues.

Action 2.2 (Positive School Culture: Wellness, Counseling, and SEL) was also significantly underspent, with actual expenditures totaling $1.91 million compared to a planned $5.21 million. This discrepancy was due in large part to staffing shortages in wellness and mental health positions. Several counselor and therapist roles remained unfilled throughout the year, despite strong demand for Tier I and II supports. Additionally, some contracted providers were unable to deliver the full scope of services due to scheduling conflicts and site-level constraints. Despite the funding gap, the implementation of this action yielded meaningful outcomes. Six Wellness Centers were launched across the district, serving over 4,500 students, and providing counseling services to 57% of all students, 94% of whom were unduplicated pupils. The underspending, therefore, reflects capacity limitations, not a lack of effort or strategic alignment.

Action 2.3 (Support for Long-Term English Learners and Newcomers) was planned at $578,038.91 and ended the year at $510,225.46. This modest underspending was attributed to a delay in onboarding key bilingual intervention personnel and reduced costs in supplemental materials. Nonetheless, the action was implemented with fidelity through newcomer pathway development, LTEL monitoring, and targeted professional development for designated staff.

Action 2.4 (Supplemental Services and Intervention for Designated Student Populations) had a smaller variance, with $1.13 million budgeted and $1.05 million expended. The difference was largely tied to variations in after-school intervention schedules and underutilization of online intervention platforms at certain school sites. In some cases, schools opted for in-person small-group support instead of online programs, leading to a redistribution of services within the same funding category.

Across Goal 2, while some contributing actions were impacted by staffing vacancies or delayed start-up timelines, the overall vision of an integrated, equity-driven MTSS system remained intact. The district adapted to implementation constraints by leveraging existing personnel, refining program delivery methods, and prioritizing the highest-need students when access was limited. The estimated actual percentage of

improved services was slightly below the planned percentage for some student groups, particularly foster youth and students with disabilities, due to the missed opportunity in fully deploying SEL and mental health supports. However, the district's strong foundational work, such as establishing Wellness Centers and improving early intervention systems, provides momentum for scaling up efforts in 2025–26.

In summary, material differences between budgeted and actual expenditures under Goal 2 reflect a combination of practical challenges and strategic adaptations. The district remains committed to expanding access to multi-tiered supports, with lessons learned in staffing, program uptake, and service delivery directly informing refinements in the upcoming cycle.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

During the 2024–25 school year, Alum Rock Union School District made substantial progress toward Goal 2: implementing a Multi-Tiered System of Support (MTSS) that ensures the well-being of students, staff, and families through coordinated academic, behavioral, and social-emotional supports. The goal was advanced through four key actions, each addressing critical components of an equity-based, tiered support system.

Action 2.1, focused on early identification and intervention through the expansion of inclusive environments in preschool through third grade, was effective in building a foundational P–3 Multi-Tiered System of Support (MTSS). The district successfully placed eight preschool students with Individualized Education Programs (IEPs) who no longer qualified for Extended School Year (ESY) services into general education Bridge to Kindergarten classrooms. These students received direct behavioral support from State and Federal-funded Behavior Technicians (BTs), ensuring continuity of care and promoting inclusion. In coordination with Somos Mayfair, the Early Learning team also conducted Ages and Stages Questionnaire (ASQ) screenings for children aged 0–6. Of the nine families referred for additional evaluation, five were connected with Santa Clara County's KidConnection Behavioral Health Services, enhancing access to early intervention. Academic outcome data from iReady further supports the effectiveness of this action: from Fall 2024 to Winter 2025, the percentage of students performing on or above grade level in reading increased from 16% to 24% overall (+8%), with notable student group gains for Hispanic/Latino students (+6%), English Learners (+6.7%), and Socioeconomically Disadvantaged students (+8%). Math proficiency improved from 8% to 17% overall (+9%), including a +7% increase for Hispanic/Latino students and +6% for English Learners. These gains illustrate early academic progress that aligns with MTSS implementation at the foundational level. In terms of school climate, the Spring 2025 Panorama survey showed a favorable 97% parent rating for "sense of belonging" (up from 96%) and a 1% increase in the perception that "my child's background is valued at this school." However, the percentage of students with an IEP increased from 15% to 16.9%, signaling a continued need to refine Tier 1 and Tier 2 supports to mitigate overidentification and better meet students' needs within general education settings.

Action 2.2 established districtwide Wellness Centers and social-emotional learning (SEL) infrastructure that proved highly effective in supporting student well-being and advancing tiered systems of care. By April 2025, the six Wellness Centers had logged 4,511 student visits, offering a range of supports across Tiers I, II, and III. Specifically, 2,272 students participated in weekly SEL check-ins through Sown to Grow, which generated 12 follow-up interventions based on concerning responses. In addition, 1,374 students engaged in therapeutic support dog sessions through Paws to Share, 1,220 students received guided tours of regulation stations, and 42 students accessed the centers as self-directed drop-ins. Tier II small-group sessions reached 160 students with topics such as restorative practices and stress management, while 29 students received Tier III one-on-one therapeutic check-ins or crisis response support. Despite these successes, the launch of CARE Teams, designed to coordinate Tier II and III case management, was delayed and is now scheduled for Spring 2025. In the

interim, the SEL department provided extensive professional development, contributing to a 15.8 percentage point increase in staff reporting that PD supported their understanding of MTSS (rising from 53% in 2023–24 to 68.8% in 2024–25). Family engagement data was also strong: the Spring 2025 Panorama survey showed 97% of parents reported a favorable "sense of belonging," 96% felt that staff responded to their concerns, and 95% believed their child's background was valued at school. However, the percentage of 3rd-grade students reporting a favorable academic climate declined from 79% in 2024 to 70% in 2025, indicating the need to strengthen Tier I classroom SEL practices. Overall, this action laid a strong foundation for wellness-centered MTSS, while also identifying key areas for continued improvement.

Action 2.3, designed to support Long-Term English Learners (LTELs) and Newcomers, demonstrated moderate effectiveness in advancing language development and targeted interventions. Intervention Specialists provided reclassification-aligned instruction to LTELs, while a Teacher on Special Assignment (TOSA), hired in November 2024, delivered direct support to Newcomers in grades 3–5. Special Education case managers received professional development to improve their understanding of reclassification procedures for dually identified LTELs with disabilities, helping to better align services and tracking. A three-day Winter ELD Institute served 60 students, focusing on listening, speaking, reading, and writing in preparation for the ELPAC. Although official ELPAC results will not be available until Fall 2025, early academic indicators showed promising trends. iReady Reading proficiency among English Learners increased from 1.76% in Fall 2024 to 8.46% in Winter 2025, while Math proficiency improved from 1% to 7% over the same period. SBAC data from Spring 2024 showed a modest 0.34% increase in ELA proficiency among English Learners (rising to 6.31%), while Math proficiency remained nearly flat, decreasing slightly by 0.04% (to 7.55%). However, the district was unable to implement a centralized newcomer intake system as planned, limiting the ability to efficiently streamline onboarding and services for newly arrived students. Additionally, participation rates in summer school and enrichment programs for English Learners declined from 28% in 2024 to 20% in 2025, underscoring the need for improved communication, outreach, and access strategies to ensure equitable learning acceleration opportunities for this student group.

Action 2.4, which provided supplemental services to designated student groups including Foster Youth, McKinney-Vento, Migrant students, and other unduplicated pupils was effective in delivering broad-based supports, though its overall impact was mixed. Counseling and case management were offered to 4,180 students, 94% of whom were classified as unduplicated, ensuring a wide reach across high-need populations. Additionally, 39% of the district's 47 Foster Youth and 57% of the 240 McKinney-Vento students participated in Expanded Learning programs. Students received a range of supports, including school supplies, uniforms, gift cards, and transportation assistance, and cross-departmental collaboration reinforced SST protocols to ensure alignment of interventions. Despite these efforts, chronic absenteeism worsened across several student groups. The districtwide chronic absenteeism rate rose from 22.5% in 2023 to 24.3% in 2024, with sharper increases among Foster Youth (from 22% to 52%), Homeless students (from 42% to 43.6%), English Learners (from 22% to 23.6%), Students with Disabilities (from 31% to 33.5%), and Hispanic/Latino students (from 24% to 26.9%). These concerning trends highlight the need for a centralized data system and more proactive, coordinated strategies to address early signs of disengagement. Academic progress among student groups varied. According to Spring 2024 SBAC results, Homeless students improved in ELA by +3.29% (to 11.54%) and in Math by +1.51% (to 5.41%), while Socioeconomically Disadvantaged students improved in ELA by +2.63% (to 23.49%) and in Math by +1.23% (to 16.7%). English Learners saw a slight gain in ELA proficiency (+0.34%, reaching 6.31%) but experienced a slight decline in Math (7.59% to 7.55%). Students with Disabilities, however, experienced a notable 10.58% decline in ELA proficiency, with no Math results reported. On the iReady assessment, promising growth was observed between Fall and Winter 2025: overall Reading proficiency increased from 16% to 24% (+8%), and Math proficiency rose from 8% to 17% (+9%). Reading proficiency increased for English Learners (+6%), Students with Disabilities (+2%), and Socioeconomically Disadvantaged students (+8%), while Math proficiency rose for English Learners (+6%), SWD (+3%), and SED students (+7%). These results suggest that while broad supports were effectively delivered, targeted improvements in attendance and instructional alignment remain key areas for development.

In conclusion, while some aspects of Goal 2, such as inclusive early learning, wellness infrastructure, and SEL delivery, demonstrated high levels of effectiveness and engagement, other areas, including chronic absenteeism and newcomer onboarding, highlighted the need for improved monitoring systems and strategic outreach. Despite these challenges, the district made substantial progress toward establishing a comprehensive, equity-based MTSS framework, with evidence of growing educator capacity, increasing student participation, and improving academic performance among key student groups. Continued refinement in 2025–26 will focus on data-driven decision-making, interdepartmental coordination, and targeted support strategies to ensure all students and families in Alum Rock Union School District receive the tiered supports they need to thrive.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

While the overarching objective of Goal 2, ensuring equitable access to academic, behavioral, and social-emotional supports, remains unchanged, the district has refined select actions, metrics, and timelines to strengthen coherence, improve service delivery, and increase equity across the Multi-Tiered System of Support (MTSS). Informed by 2024–25 implementation data, stakeholder feedback, and outcome trends, these adjustments parallel continuous improvement efforts under Goal 1 and reflect a districtwide shift toward integrated, responsive, and sustainable practices.

Under Action 2.1, the district will expand adult support during summer programming for students with IEPs who are not eligible for Extended School Year (ESY) services. In summer 2024, several such students were placed in general education Bridge to Kindergarten classrooms, requiring reactive staffing. Beginning in 2025–26, Behavior Technicians (BTs) will be proactively assigned to ensure appropriate support. Additionally, with IEP identification rising from 15% to 16.9%, the district will strengthen Tier 1 and 2 interventions to reduce overidentification and reinforce general education pathways.

For Action 2.2, site-based CARE Team implementation was delayed and is now scheduled for Spring 2025, supported by expanded professional development across Wellness Center sites. To address the high demand for mental health services, the district will increase small-group counseling and expand drop-in therapeutic support. While Panorama parent feedback remained strong (Sense of Belonging – 97%, Staff Responsiveness – 96%, Valuing Student Background – 95%), a 9% drop in 3rd-grade student perception of academic support (from 79% to 70%) signals the need to improve Tier I SEL instruction and classroom supports.

Action 2.3 adds a formalized districtwide newcomer intake system to address a key service gap identified in 2024–25. The new system includes multilingual orientations, early needs assessments, and assigned support staff upon enrollment. The district will continue to monitor Winter Institute outcomes attended by 60 Long-Term English Learners (LTELs) and newcomers using ELPAC and iReady data. Although English Learners showed growth (iReady Reading Tier 1: 1.76% to 8.46%; Math: 1% to 7%) and SBAC ELA proficiency improved by 0.34%, summer participation declined from 28% to 20%. Outreach and communication strategies will be strengthened to improve access to academic supports.

Under Action 2.4, the district will implement a centralized system to track Foster Youth, McKinney-Vento, and Migrant student participation in counseling, tutoring, and expanded learning. This addresses prior fragmentation that limited early intervention. New metrics (iReady, SBAC)

will measure the academic impact of these services. Rising chronic absenteeism Foster Youth from 22% to 52%, McKinney-Vento from 42% to 43.6% underscores the need for stronger case management, expanded language support, and earlier enrollment assistance.

To support monitoring, the Tiered Services Satisfaction Survey (Metric 2.3) has been rescheduled from 2024–25 to 2025–26. This allows time to refine Tiered Services definitions, align with updated MTSS structures, and design a more targeted feedback tool based on evolving implementation practices. The delay ensures more accurate baseline data and actionable insight.

Together, these refinements reinforce the district's commitment to equity, sustainability, and data-driven improvement. With enhanced coordination, timely supports, and a clearer MTSS framework, Alum Rock Union School District is better positioned to meet the needs of all students in 2025–26 and beyond.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	UPK (expanded PK - 3) Program	Establish systems for early intervention and prevention with screening and referrals Create inclusive PK - 3 general education classroom environments in coordination with departments and other agencies.	$30,000.00	No
2.2	Positive School Culture, small group and individual support	Social Emotional learning support for students, families and staff (Tier 1, 2, 3 support) Alignment and implementation of SEL curriculum (Tier 1, 2, 3 support) Development and implementation of Crisis Response Plan and Team (Tier 1, 2, 3 support) Implementation and alignment of restorative practices for students, families and staff (Tier 1, 2, 3 support)	$3,550,000.00	No

Action #	Title	Description	Total Funds	Contributing
		Small group and individual support for students, families and staff (Tier 2, 3 support) prioritizing Foster Youth, Homeless Youth, English Language Learners and Students with Special Needs. Develop, implement and monitor Wellness Centers and Community Schools (Tier 1, 2, 3 support) Develop CARE (Coordinating Accessible Resources for Emotional wellness) Team to ensure students, families and staff are connected with appropriately leveled services to support wellness from a holistic perspective (Tier 2, 3 support) prioritizing Foster Youth, Homeless, English Language Learners, Students with Special Needs and Socioeconomically disadvantaged students. Provide ongoing professional development for teachers, administrators and support staff to build and deepen understanding of the tiered systems of support in their classrooms. *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)		
2.3	Expanded Support for Long-Term English Learners & Newcomers	Supplemental materials, related professional development to support LTELs and Newcomers Intervention support for LTELs at targeted grade levels to support the reclassification process Provide interventions specific to Newcomers Provide summer English Language Development program for LTELs and Newcomers focused on listening, speaking, reading and writing. Train classroom teachers on the reclassification process for Long Term English Learners who are also students with disabilities.	$617,988.00	No

Action #	Title	Description	Total Funds	Contributing
		Develop an intake process to best support Newcomers during their transition to school TOSA to provide targeted support to Newcomers *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)		
2.4	Supplemental services and intervention for designated student populations	Administrative staff at District office supports programs for students and their families from designated student groups (i.e. McKinney Vento Families, Foster Youth, Migrant Students) Counseling support and case management for Foster and McKinney Vento students SLS Supervisors at four quadrants to provide support to our designated student populations Priority registration to expanded learning programs, intersession programs, student enrichment programs, tutoring services. Costs related to tutoring, interventions, service contracts, materials and supplies Support with additional resources (i.e. school supplies, backpacks, uniforms, transportation passes, mentoring, gift cards, etc.) Dedicated counselor or partner agencies to provide case management and additional counseling services, based on need. Mentoring program to develop positive relationships that will foster school engagment Data platform to keep track of unduplicated student count (Sytech)	$888,886.47	Yes

Action #	Title	Description	Total Funds	Contributing
		Improve and solidify our SST process and handbook with Academic Services, State and Federal, and Student Services. Provide SST Process training sessions for school psychologists, instructors, and administrators. *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)		
2.7				

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Promote a sense of collaboration by engaging students, teachers, families, and the community to create a welcoming and team-focused culture that is inclusive and culturally responsive to student needs and demographics.	Broad Goal

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

Engagement of educational partners is critical to the academic success of all students. Providing opportunities for education, training and engagement allows for deeper involvement in student progress. Furthermore, providing opportunities for parents, students and staff to build relationships will be crucial for improving school culture and climate.

Our district has always valued engagement of various educational partners, especially parents. The input from the 2024 LCAP Forums and parent, student, and staff surveys reflects the need for continued parent education to support improvement in student behavior, understanding student mental health needs, meeting the unique needs of children, providing opportunities for multicultural education and involving parents in meaningful ways.

In addition, parents feel strongly that maintaining communication using a variety of strategies (websites, social media platforms, automated/recorded calls, text messaging software, personal invitations by school/district staff, etc.) is essential for parent involvement. Furthermore, as our district continues to look for ways to expand our reach to parents, there is a need to provide training on the use of technology, platforms and apps used during virtual and/or hybrid meetings.

The need for translation and interpretation services continues to be an area of high need. Parents appreciate the translation and interpretation services offered to support parent-school communication. This service has been essential in providing access to parents during the IEP process, including meetings and translated documents. Input from our educational partners continues to stress the need to increase translation/interpretation services at all school and district events in Spanish and Vietnamese. During the 2023/2024 school year we were able to add onsite Vietnamese services out of our State and Federal office. These services have allowed for parents to stay informed and participate in very important meetings. There is a high need to continue to provide these services for families.

Our community liaisons continue to serve an important role of connecting families to services and resources. Access to information in parents' home language and the direct support from Community Liaisons allows all parents the opportunity to be involved in their child's

education. Our community liaisons are essential in bridging the relationship between home and school. Staff will need to invest time and resources in the continual development of our community liaisons to maximize their impact on our students and families.

Survey data shows that a strong majority of parents feel invited and welcomed at their school sites. It is evidenced by a 96% favorability rating for "feeling welcomed to participate in their school". In addition, 97% of parents feel that "school staff treats them with respect". Parents credit the presence of community liaisons at school sites with improved feelings of connectedness. Input from the LCAP Community Forums further confirms the need to continue this support for parents. Community Liaisons also play an important role in our overall improvement in the area of chronic absenteeism. The liaisons will play a crucial role in rolling out plans for improvement in this area. While the data, in general, is positive for parents' sense of belonging, it is lower for parents of Black/African American students- 85%. This needs to be looked at more closely with a plan for engaging more parents from this student group.

Overall, on the 2023/2024 Spring survey, 74% of Elementary students and 58% of Middle school students reported a strong "sense of belonging". In addition, 89% of Elementary students and 80% of Middle school students reported having a "Caring Adult on Campus". 20/22 schools have a "red" performance level on the California Dashboard and our district overall has 6 student groups with a "red" performance level including Black/African American, English Learners, Hispanic/Latino, Homeless, SED and SWD students which qualified our district for Differentiated Assistance in this area.

The staff favorability rate for "Sense of Belonging" is 83%.

Due to the large number of red performance areas that need to be addressed through our LCAP actions and services, staff have developed Appendix A as a way to organize the actions and services by school, student group and dashboard indicator. Appendix A can be found immediately after the LCAP fiscal tables

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Parent Workshops Pre/Post Survey Data	96.2% of participants will report that the workshop is relevant to supporting their child's wellbeing and/or success in school	N/A		By June 2027, 70% of participants will report that the workshop is relevant to supporting their child's wellbeing and/or success in school	There is no difference since 2024/2025 is our baseline data for this metric.
3.2	Parent University Participation rates	During the 2023/2024 school year the Parent	During the 2023/2024 school		By June 2027, there will be a 5%	Fall: Decrease of 195 participants

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		University Participation Rates were the following: Fall 2023: 598 participants Spring 2024: 556 participants During the 2024/25 Participation Rates by Student Groups: English Learners: 130 Foster Youth: 0 Homeless Youth: 17 SED: 194 Black/African American: 1 Pacific Islanders: 1 Hispanic/Latino: 198 Students with Disabilities: 40	year the Parent University Participation Rates were the following: Fall 2024: 403 participants Spring 2025: 701 participants During the 2024/25 Participation Rates by Student Groups: N/A		increase in parent participation at Parent University Fall 2026: 628 participants Spring 2027: 584 participants 5% increase in parent participation for each of the following student groups at Parent University: *Parents of English Learners *Parents of Foster Youth *Parents of SED students *Parents of Black/African American students *Parents of African American students *Parents of Pacific Islander students *Parents of Homeless Youth *Parents of Students with Disabilities *Parents of Hispanic/Latino	Spring: Increase of 145 participants Participation Rates by Student Groups: No difference baseline was established during the 2024/2025 school year.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.3	Parent Panorama Survey	On the 2023/2024 Spring survey, the favorability rate for all parents: Sense of Belonging - 96%. *Black/African American parents - 85% Safety- 92% *Black/African American parents - 87%	On the 2024/2025 Spring survey, the favorability rate for all parents: Sense of Belonging - 97%. *Black/African American parents - 92% Safety- 96% *Black/African American parents - 93%		By Spring 2027, the favorability rate will increase for all parents: Sense of Belonging - 97% *Black/African American parents - 90% Safety- 93% *Black/African American parents - 90%	Sense of Belonging - 1% decrease. *Black/African American parents - 7% increase Safety- 4% increase *Black/African American parents - 6% increase
3.4	Student Panorama Survey	On the 2023/2024 Spring survey, the favorability rate for: "Sense of Belonging" Elementary students is 74% Middle School students is 59% "Safety" Elementary students is 63% Middle School students is 62% "Caring Adult on Campus" Elementary 89% favorability	On the 2024/2025 Spring survey, the favorability rate for: "Sense of Belonging" Elementary students - 72% Middle School students - 62% "Safety" Elementary students - 73% Middle School students - 75% "Caring Adult on Campus" Elementary 89%		By Spring 2027, the favorability rate will improve 5% or more for: "Sense of Belonging" Elementary students is 85% Middle School students is 70% "Safety" Elementary students is 70% Middle School students is 70% "Caring Adult on Campus"	Sense of Belonging" Elementary students - 2% decrease Middle School students - 3% increase "Safety" Elementary students - 10% increase Middle School students - 13% increase "Caring Adult on Campus" Elementary - no difference

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Middle School 80% favorability	Middle School 79%		Elementary 93% favorability Middle School 84% favorability "Ability to Express Feelings" Elementary 52.5% favorability Middle School 41% favorability	Middle School - 1% decrease
3.5	Staff Panorama Survey	On the 2023/2024 Spring survey, the favorability rate for Sense of Belonging is 83%	On the 2024/2025 Spring survey, the favorability rate for Sense of Belonging is 83%		By Spring 2027, 90% favorability rate for Sense of Belonging on end of year survey for staff	No difference
3.6	Wellness Center pre/post check-in/check-out assessment	Assessment will be rolled out in 24/25 SY and baseline established Elementary Pre-Visit - 46% reported negative emotions Post Visit - 92% reported positive emotions MIddle School Pre-Visit - 54% reported negative emotions	N/A		By June 2027, we will maintain a 50% favorability rate	No Difference - 24/25 school year established baseline

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Post Visit - 46 % reported positive emotions				
3.7	VAPA Pre/Post Student Survey (4th - 8th grade)	Based on the Spring 2024 VAPA survey, the data for this metric is as follows: • 86.6% of students responded that they always or almost always enjoy their arts programs. • 71% of students responded that art programs always or almost always help build their self confidence. • 76.8% of students responded that their art programs always or almost always help them build positive relationships with peers. • 73.2% of students responded that their art programs always or almost	New baseline for 2024/2025 School Year: 903 Students were surveyed. 76.6% of students surveyed agreed or strongly agreed with the following statement: "I feel happy when I am in music class." 53% of students surveyed agreed or strongly agreed with the following statement: "Music helps me express the feelings I don't have words for." 68.4% of students surveyed agreed or strongly agreed with the following statement: "Music class is a place where I can feel accepted and be myself."		Based on the Spring 2027 VAPA survey results, favorability rates for each question will increase by 5% of the new baseline score	No Difference - Baseline Year

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		always help them stay more positive during the school day This survey will be revised in the 2024/2025 school year and new baseline established. Results will be disaggregated for SED and EL students.	62.5% of students surveyed agreed or strongly agreed with the following statement: "Music class helps me learn how to get along better with others."			
3.8	Daily Attendance Records	For the 2023/2024 school year, the daily attendance percentage is 95.95% according to attendance records in E-School	For the 2024/2025 school year, the daily attendance percentage is 95.69% according to attendance records in E-School		By June 2027, ARUSD will increase the Daily Attendance Rate by 1% (96.95%) according to attendance records in E-School	-0.26% difference
3.9	Middle School Dropout Rate	During the 2023/2024 school year, we had a middle school dropout rate of <1%	During the 2024/2025 school year, we had a middle school dropout rate of <1%		By June 2027, ARUSD will report a <1% Middle School Dropout rate	No difference
3.10	Local Indicator 3- Parent Involvement (Building Relationships)	On the 2024 self assessment tool for Local Indicator 3, the average rating for "multiple opportunities for two-way communication" was 3	On the 2025 self assessment tool for Local Indicator 3, the average rating for "multiple opportunities for two-way communication" was 3		On the 2027 self assessment tool for Local Indicator 3, the average rating for "multiple opportunities for two-way communication" will be 4	No difference

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.11	Local Indicator 3- Parent Involvement (Seeking Input for Decision Making)	On the 2024 self-assessment tool for Local Indicator 3, the average rating for "building capacity and supporting family members to engage in advisory groups and decision-making" was 3	On the 2025 self-assessment tool for Local Indicator 3, the average rating for "multiple opportunities for two-way communication" was 3		On the 2024 self-assessment tool for Local Indicator 3, the average rating for "building capacity and supporting family members to engage in advisory groups and decision-making" will be 4	No difference

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.
A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

During the 2024–25 school year, Goal 3 was implemented with high fidelity across multiple departments to promote collaboration and inclusivity through active engagement of students, families, educators, and community partners. Several initiatives saw robust execution, while others required adaptive adjustments due to evolving site needs, capacity challenges, and baseline-setting activities.

The implementation of parent engagement activities (Action 3.1), such as the Cesar Chavez Day march, Parent Jubilee, and targeted supports for foster and homeless youth, fostered strong community participation and cultural pride. However, some outreach efforts faced attendance challenges. To mitigate this, liaisons and School Linked Services staff provided home delivery and direct outreach for families unable to attend centralized events. These responsive strategies reinforced inclusive engagement while addressing access barriers.

Parent University (Action 3.2) events were successfully held in both fall and spring semesters, offering families workshops on SEL, academics, and college readiness. The spring session innovatively integrated a student learning strand through a golf program. While community liaisons were tasked with recruiting a minimum of 40 families per site, not all schools met this benchmark, highlighting the need for improved outreach strategies and data systems to track student group participation.

Community Liaisons (Action 3.3) continued to be pivotal in bridging families and schools. They facilitated Cafecitos, home visits, and workshops. However, staffing inconsistencies, particularly at George Middle School, impacted service delivery. Professional development needs also emerged, with liaisons requesting additional training in parent facilitation, presentation skills, and digital tools like Google Suite.

Parent leadership development (Action 3.4) was well-executed at the district level through monthly DAC and DELAC meetings, which featured training on governance and data literacy. The inclusion of parents of students with disabilities and historically underrepresented families underscored intentional equity-focused outreach. Yet, sustaining active participation at site-level SSC and ELAC meetings remains a growth area.

The CARDS team (Action 3.5) launched instructional toolkits, board resolutions, and cultural celebration resources aligned to Ruby Bridges Day, Black History Month, and other heritage events. While monthly participation among teachers varied, the initiative gained visibility through classroom activities, book distributions, and staff engagement strategies. To address inconsistent toolkit utilization, the team plans to embed activities into site meetings and develop monthly delivery packages with signage, QR codes, and read-aloud schedules.

Actions focused on early learning transitions (Action 3.6), positive school climate (Action 3.7), and student showcases (Action 3.8) were implemented with high impact. The Wellness Centers exemplified integrated MTSS delivery, with over 7,600 student visits and significant increases in Tier III mental health services. Student Advisory Committees and SEL programming also supported campus culture and belonging. Showcases such as Earth Day STEAM night, VAPA events, and Ruby Bridges Day united families, staff, and students in celebration of learning and identity.

Language access (Action 3.9) was strengthened through over 1,000 interpretation requests fulfilled in 11 languages. Hiring a Vietnamese interpreter and leveraging community liaisons improved responsiveness and participation among multilingual families.

Finally, VAPA programming (Action 3.10) engaged students in culturally affirming music experiences. A revised student survey established baseline data reflecting high levels of enjoyment but lower scores around emotional expression and belonging areas targeted for expansion in the coming year.

Across actions, the district navigated challenges related to staffing disruptions, variable site participation, and first-year baseline establishment for several metrics. Nonetheless, implementation of Goal 3 has laid a strong foundation for inclusive engagement, cultural responsiveness, and family-school collaboration. Reflections from this year will inform expanded outreach systems, differentiated training, and deeper site-based leadership development in 2025–26.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Goal 3 focused on strengthening family engagement, communication, and cultural responsiveness through a variety of school-community partnership activities, workshops, and services. While the total expenditures for Goal 3 were generally aligned with the overall budget, several actions experienced material differences between the budgeted and estimated actual expenditures due to shifts in implementation, staffing changes, and levels of family participation across sites.

Action 3.1 (Parent/Community Engagement) was implemented largely as planned, with $346,732.56 budgeted and $345,191.82 expended. The small variance reflects minor adjustments in event logistics and supply purchases, and did not impact the action's effectiveness or intended outcomes.

Action 3.2 (Parent University) matched the planned amount of $60,000, with full implementation of workshops and training sessions across multiple school sites. This action met participation goals and remained fiscally on track.

Action 3.3 (Community and Family Outreach and Support) came in slightly under budget, with $1,537,459.31 expended out of a planned $1,604,317.73. The variance was primarily due to delays in filling community liaison positions and a shift toward virtual or hybrid formats for family meetings and events, which reduced some logistical costs. Despite the lower expenditure, the action achieved broad outreach and supported multiple family-centered initiatives, including food distribution, cultural events, and translation services.

Action 3.4 (Building Capacity for Parent Leaders) experienced more significant underspending, with only $12,000 expended out of the $18,000 budget. This variance resulted from lower-than-anticipated turnout for leadership training opportunities and rescheduling of key capacity-building sessions to the following year. While the intent of the action was preserved, full implementation will require renewed outreach and scheduling consistency moving forward.

Action 3.5 (Diversity, Identity, and Cultural Responsiveness) was not implemented in 2024–25, and no expenditures were incurred. Although the action was originally included to support professional development and student programming aligned to districtwide DEI initiatives, implementation was postponed due to competing priorities, limited staffing capacity, and the reallocation of time and resources toward school consolidation planning and support. Funds to support the intended activities under this action were allocated through Goal 1, Action 1.7, which encompasses broader efforts related to inclusive curriculum, cultural celebrations, and equity-centered instructional practices.

Action 3.6 (UPK/PK–3 Family Engagement) was also underspent, with only $5,700 of the $30,700 budget used. Limited expenditures reflect challenges with family availability for early learning engagement sessions and staff time constraints in coordinating events. Adjustments to format and scheduling are planned for 2025–26 to increase accessibility and turnout.

Action 3.7 (Positive School Climate and Culture) aligned perfectly with budgeted expectations at $153,100.00, indicating strong implementation and use of funds for campus-wide student celebrations, social-emotional learning events, and climate-building activities.

Action 3.8 (Student Showcases and Cultural Celebrations) experienced the most significant underutilization, with only $5,000 expended of the $43,500 budget. This large variance resulted from the cancellation or downsizing of site events due to weather-related disruptions, limited staff availability, and uneven family engagement amid broader transitions at school sites. The district plans to streamline support for cultural events in 2025–26 with clearer implementation timelines and bundled resource kits to promote consistency.

Action 3.9 (Language Access: Translation and Interpretation) was budgeted at $358,442.45, with actual expenditures totaling $318,642.45. The variance is attributed to efficiencies in using in-house bilingual staff and lower-than-expected demand for live interpretation at some events. Services were still widely provided across the district and supported equitable family engagement.

Action 3.10 (Visual and Performing Arts Programming) had a planned budget of $3,349,056.42, but expenditures totaled $2,937,941.42, resulting in a meaningful variance. This was primarily due to staff vacancies in VAPA positions and underspending on supplies and equipment, as some programs leveraged carryover materials from prior years. Although student access to VAPA remained robust, the district will examine recruitment pipelines and resource allocation to ensure full utilization in the future.

In summary, material differences under Goal 3 reflect a combination of logistical barriers, staff capacity constraints, and shifting community dynamics. While most actions were implemented with fidelity and strong alignment to their goals, several required adaptation based on attendance patterns, event readiness, and school-level transitions. The district continues to prioritize equitable family engagement and culturally responsive practices, and the experiences of 2024–25 will inform improved planning, clearer timelines, and stronger implementation supports in the next cycle.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Alum Rock Union School District's Goal 3 aims to promote a sense of collaboration through inclusive, culturally responsive practices that engage students, families, staff, and community. During the 2024–25 school year, implementation of this goal showed strong evidence of effectiveness across most actions, with measurable gains in parent, student, and staff perceptions of belonging, safety, and engagement. While some areas are still establishing baselines or identifying improvement targets, the overall direction reflects meaningful progress.

Action 3.1: Parent/Community Engagement was effective in strengthening family-school partnerships through community events, volunteer celebrations, and targeted outreach to families of foster youth, homeless students, and those in migrant education. These efforts aligned with results from the Parent Panorama Survey, which showed an increase in sense of belonging from 96% to 97% for all parents, and a significant increase among Black/African American parents from 85% to 92%. Similarly, perceptions of safety increased from 92% to 96% overall, and from 87% to 93% among Black/African American families, indicating that inclusive, culturally relevant events are successfully building trust and participation.

Action 3.2: Parent University provided workshops and family-centered learning opportunities focused on SEL, academic support, and wellness. While spring and fall events were well attended, disaggregated student group participation data is still being established. However, this year's implementation laid the foundation for stronger outreach strategies and content alignment moving forward. Parent workshop relevance and impact will be further evaluated through Metric 3.1 (Parent Workshop Survey) after data is collected in spring 2025.

Action 3.3: Community and Family Outreach and Support leveraged the work of school-based community liaisons to deliver multilingual services, home visits, and parent education. This action was integral to supporting families in navigating chronic absenteeism and school engagement. Their work aligned with increases in Local Indicator 3 , which maintained a strong rating for two-way communication opportunities. In addition, the efforts of liaisons supported broader attendance and climate goals, contributing to improved access to school-based events and resources.

Action 3.4: Building Capacity for Parent Leaders had a measurable impact on governance and leadership development. Monthly District Advisory Committee (DAC) and District English Learner Advisory Committee (DELAC) meetings were held with training in structured governance practices, interpretation support, and data review. These efforts increased parent understanding of district priorities and empowered underrepresented families to participate in decision-making. The consistency of engagement and diverse representation helped reinforce improvements seen in parent survey data related to belonging and trust in district processes.

Action 3.5: Diversity, Identity and Cultural Responsiveness supported cultural celebrations and identity-affirming instructional practices through monthly toolkits and the CARDS team. While teacher engagement varied month to month, notable successes included districtwide participation in Ruby Bridges Day and growing visibility of heritage month celebrations. These efforts contributed to a more inclusive school culture, particularly for students of color. While direct survey metrics are not yet tied solely to this action, the increases in student safety and parent belonging suggest a positive contribution to broader cultural responsiveness efforts.

Action 3.6: UPK (Expanded PK–3) Family Engagement improved family-school connections during the critical transition into elementary school. The initiative included family literacy kits, health screenings, and onboarding meetings. While metric data is still emerging, qualitative feedback from families indicates that these supports enhanced communication, built trust, and encouraged early engagement. This work aligns with long-term goals related to improved daily attendance and smoother school transitions.

Action 3.7: Positive School Climate and Culture was a significant contributor to improving students' perceptions of safety and connectedness on campus. According to the Student Panorama Survey (Metric 3.4), safety ratings increased by 10 percentage points among elementary students (from 63% to 73%) and by 13 percentage points among middle school students (from 62% to 75%), reflecting the effectiveness of schoolwide initiatives such as PBIS, restorative practices, and wellness centers. While Sense of Belonging improved slightly for middle school students (from 59% to 62%), it declined among elementary students (from 74% to 72%), signaling a need to strengthen belonging supports for younger learners. Additionally, the percentage of students identifying a Caring Adult on Campus remained steady at the elementary level but declined by 1% among middle schoolers. These results highlight the success of targeted efforts to improve school safety while pointing to opportunities for reinforcing adult-student relationships and inclusive culture across all grade levels.

Action 3.8: Student Showcases and Cultural Celebrations provided meaningful opportunities for students to highlight their learning and cultural heritage through events such as STEAM nights, Earth Day celebrations, and VAPA performances. These events not only fostered school spirit and family participation but also contributed to a more inclusive and affirming campus environment. While there are no standalone metrics for this specific action, the positive trends observed in the Student Panorama Survey, particularly the 13-percentage point increase in middle school students' sense of safety and the overall rise in engagement through VAPA activities suggest that these celebrations played a role in promoting student voice, pride, and connection to school. Their alignment with broader climate goals reinforces the importance of integrating culturally relevant and student-centered events into the fabric of school life.

Action 3.9: Ensuring Language Access for Families Translation and Interpretation was highly effective, with over 1,000 interpretation requests fulfilled across 11 languages. These services ensured that families could participate in IEP meetings, conferences, and district events in their primary language, helping to remove a persistent barrier to engagement. Survey results and feedback from school sites reinforced that this action improved parents' ability to navigate the system and participate in decision-making processes.

Action 3.10: Visual and Performing Arts Programming played a vital role in supporting student wellbeing, expression, and school connectedness through access to music and arts education. According to baseline data from the VAPA Student Survey, 76.6% of students agreed or strongly agreed that they feel happy in music class, and 68.4% reported that it is a place where they feel accepted and can be themselves. Additionally, 62.5% indicated that music helps them get along better with others, and 53% shared that it allows them to express emotions they may not have words for. These results affirm that the VAPA program is fostering a supportive and inclusive learning environment while nurturing students' social-emotional development. Plans are already in motion to refine the program further, with an emphasis on deepening emotional connections and enhancing cultural relevance.

The Staff Panorama Survey results, while not directly tied to a specific action, offer important insight into the district's climate and culture. With 83% of staff reporting a favorable sense of belonging, the data reflects a resilient staff culture, particularly noteworthy amid significant districtwide changes and school consolidations. However, it also signals an opportunity to strengthen staff-focused inclusion and recognition strategies. Similarly, daily attendance remained strong with only a slight decline (from 95.95% to 95.69%), and the middle school dropout rate remained below 1%, indicating that students continue to feel connected and supported through school climate initiatives, wellness services, and advisory structures. In summary, Goal 3 actions have been broadly effective in advancing inclusive practices, increasing trust and engagement, and improving student and parent experiences. The integration of cultural responsiveness, wellness supports, and leadership development into the daily fabric of schools is producing measurable results in perception and participation. Areas for continued improvement include bolstering elementary student belonging, enhancing outreach to historically underserved parent groups, and deepening the emotional and identity-based connections in VAPA and classroom instruction. Overall, Goal 3 is on a strong trajectory toward meeting its long-term vision.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of implementation outcomes and reflection on Year 1 practices, several refinements will be made to the metrics, target outcomes, and actions under Goal 3 to ensure greater alignment with student, family, and staff needs and to strengthen areas identified for improvement.

One key change is the disaggregation and tracking of student group participation data for Parent University and Parent Workshops. While participation was strong, a lack of student group-specific data limited the district's ability to evaluate equitable access. Beginning in the 2025–26 school year, attendance tracking systems will be refined to capture data for families of English Learners, Foster Youth, Students with Disabilities, and other targeted groups to better assess and address engagement gaps. Additionally, efforts will be made to support all school sites in reaching the minimum recruitment goal of 40 families per event, as inconsistent site-level outreach was a noted challenge this year.

Based on survey data and stakeholder feedback, the district identified a slight decline in elementary students' sense of belonging on the Student Panorama Survey, prompting a focused response. To address this, the district will enhance and expand elementary school climate initiatives, including structured community-building activities, peer mentoring opportunities, and staff-facilitated social-emotional learning routines. These efforts will be more intentionally tailored to the developmental needs of younger students to foster stronger connections and a greater sense of inclusion on campus.

As part of the reflection on Action 3.3: Community and Family Outreach and Support, the district identified the need to further strengthen the capacity of Community Liaisons through differentiated training and ongoing support. While liaisons have played a critical role in engaging families through home visits, interpretation, and outreach events, feedback highlighted the need for additional training on effectively facilitating parent meetings. In response, the district will implement professional development focused on designing clear and engaging slide decks, enhancing public speaking skills, and using Google Suite tools such as Slides, Forms, and Docs to improve communication and collaboration. To support implementation, onsite coaching will be offered to provide real-time feedback during meetings, and a tracking system will be developed to monitor the number of families reached and the frequency of parent engagement activities. These supports aim

to build the confidence and technical skills of Community Liaisons while improving the quality and consistency of parent outreach across all school sites.

For the 2025–26 school year, several changes will be made to Action 3.4: Building Capacity for Parent Leaders to strengthen site-level leadership and ensure deeper, sustained parent engagement. The district will expand training opportunities for School Site Council (SSC) and English Learner Advisory Committee (ELAC) members by offering targeted, role-specific workshops with an emphasis on data literacy, governance responsibilities, and advocacy. These trainings will be tailored to meet the needs of both new and returning members to build confidence and clarity in their roles. A new tracking system will also be introduced to monitor not just attendance at meetings and trainings, but the depth of engagement. This system will include post-training surveys, leadership role retention data, and evidence of participation in decision-making activities to better assess the long-term impact of capacity-building efforts.
Additionally, the district will work to strengthen cross-department collaboration by establishing a formal feedback loop between central office departments, site leaders, and advisory group facilitators. This will ensure that the programs and initiatives shared with families are clearly aligned to LCAP goals and are responsive to site and community needs. These changes are designed to build on this year's successes and deepen the effectiveness and sustainability of parent leadership districtwide.

In the area of Action 3.5: Diversity, Identity and Cultural Responsiveness, will be expanded to deepen year-round celebration of diversity and strengthen cultural inclusion across all school sites. Based on data from teacher engagement with monthly toolkits, feedback from staff and administrators, and growing interest in large-scale events, the CARDS (Celebrating Alum Rock's Diversity Squad) team has outlined a comprehensive plan to increase visibility, accessibility, and integration of culturally responsive practices. Planned highlights include a districtwide Powwow in honor of Indigenous Peoples' Day in partnership with the Indian Health Center, Powwow community members, and a local Mexica dance group. This event will connect cultural practices to academic content, such as integrating Muwekma Ohlone basketweaving into math and art instruction. Additionally, the DEI Coordinator is collaborating with local Black organizations to co-design a Black History Month celebration that centers student voice, storytelling, and cultural pride. To support monthly implementation, each school site will receive a pre-packaged celebration kit two weeks prior to the start of each themed month. Kits will include two books per classroom, four large posters for communal display, and a classroom door flyer featuring a QR code linked to the digital toolkit and a sign-up calendar for guest readers from district staff, families, or community partners. In response to staff input, the district will also provide short daily announcements (3–5 sentences) to be shared in morning messages or classrooms, highlighting key cultural figures, traditions, or events. Monthly surveys will gather feedback from staff on the effectiveness of each toolkit and suggestions for improvement. Additional changes include collaboration with the Nutrition Department to feature cultural foods in school cafeterias, pre- and post-year student surveys to assess growth in belonging, and alignment of monthly celebrations with SEL programming to ensure emotional and cultural relevance. Intentional lesson planning will also extend into VAPA, PE, and Art to promote cultural connections across content areas. Site leaders will receive monthly activities to use during staff meetings to encourage reflection on self-identity, anti-bias mindsets, and culturally responsive teaching. Staff will also receive journals to document their reflections, with the long-term goal of gathering qualitative data on how these efforts impact awareness and inclusion across the district. These enhancements reflect a districtwide commitment to making diversity celebration an embedded, meaningful component of the educational experience for all students, staff, and families. To address staff engagement and inclusion, which held steady but showed no increase Staff Panorama Survey, the district will explore embedding staff identity and cultural reflection activities into monthly meetings, professional development sessions, and climate-building efforts. Staff journals and discussion protocols will be piloted to promote reflection on self-identity, bias, and belonging.

Action 3.6: UPK (Expanded PK–3) Family Engagement will be enhanced to strengthen school-home connections, promote early health screenings, and support smoother preschool-to-elementary transitions. Family feedback affirmed the value of take-home learning materials, which will continue to be prioritized. The district will also maintain its partnership with the Healthier Kids Foundation to provide annual vision, hearing, and dental screenings, now including CSPP students, to support early identification and intervention. To improve transition support, the district will develop a multilingual Family-Friendly Guidebook (English, Spanish, Vietnamese) outlining key steps for entering elementary school. Additionally, a Districtwide Early Learning Fair will be launched to connect families with resources, staff, and community partners, ensuring new families feel informed and welcomed from the start.

Action 3.8: Student Showcases and Cultural Celebrations will build on this year's successful implementation of events like Ruby Bridges Day by streamlining planning and expanding districtwide participation. A standardized planning protocol is now in place, and next year, site planning spreadsheets will be distributed one month in advance, two weeks earlier than this year, to allow time for inviting Board Trustees, community members, families, and district staff to attend and participate. A districtwide read-aloud sign-up will also be created to coordinate guest readers across classrooms. In addition to strengthening Ruby Bridges Day, the DEI Coordinator is working with the CARDS team, the Student Advisory Committee, and community partners to organize two major new celebrations: a districtwide Powwow for Indigenous People's Day and an expanded Black History Month celebration. Black Lives Matter in Schools Week of Action will also return with earlier toolkit distribution, coordinated classroom book readings, and a centralized tracking spreadsheet for sites to log activities. These changes are designed to promote broader engagement, elevate student voice, and embed cultural celebration into daily school life.

To better assess parent engagement and input in decision-making, the district established new baseline data during the 2024–2025 school year through Parent Workshop Pre/Post Survey(Metric 3.1) results and Parent University participation rates(by student groupsMetric 3.2). Beginning in 2025–2026, the district will use this baseline to monitor growth and refine strategies that promote authentic parent voice and increase participation in programs supporting underserved student populations.

Finally, the VAPA Student Survey (Metric 3.7) revealed that while most students feel happy and accepted in music class, fewer reported being able to express their emotions through the arts. In response, VAPA programming will be enhanced with more opportunities for personalized and identity-affirming artistic expression, including performances, journaling, and culturally relevant song selections.

These planned adjustments reflect the district's commitment to continuous improvement and equity-driven practice. They aim to deepen the impact of Goal 3 by ensuring that all student groups feel seen, heard, and supported in their school experience.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Parent/Community Engagement	Parent engagement and community involvement activities (i.e. Cesar Chavez Day event, districtwide, site specific and community events)	$562,725.00	Yes

Action #	Title	Description	Total Funds	Contributing
		Parent Jubilee to celebrate parent volunteers across the district Engage and train parents as volunteers to support schools Targeted outreach to parents of designated student populations (i.e. Foster Youth, McKinney Vento, Migrant Education) Annual Sports Tournaments that build community (i.e., March Madness, Copita) Ensure that all parents are included in the IEP team and that they understand their responsibility in deciding on the student's academic objectives, special education services, and least restrictive environment (LRE)		
3.2	Parent University	District-wide parent learning opportunities to support student well being, positive behavior and academic success (i.e. single workshops, series of workshops and two annual culminating events) coordinated by administrators, community liaisons, SLS coordinators SELPA. Costs related to parent workshops through community agencies and/or service providers Costs of marketing, staffing, food, materials and supplies for workshops and events Expand to incorporate a student strand to allow for family learning Provide information on parent workshops offered through SELPA. Parent education related to Special Services (i.e. parent rights, transportation, FAPE, interpretation services)	$54,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.3	Community and Family Outreach and Support	Costs related to community liaisons (one per school site). Community Liasion priority areas include: increasing parent involvement and engagement, supporting with translation and interpretation, working towards mitigation of chronic absenteeism. Cost of extended hours (i.e for recruitment purposes to increase enrollment, home visits, and support at districtwide events). Professional development to enhance skills that support parents/families (i.e. workshops, trainings, conferences) Community Liaisons will work in coordination with Principals and SLS supervisors to offer workshops related to the needs of the school. Provide promotional marketing materials to be used during outreach activities to increase district enrollment *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)	$1,370,405.59	Yes
3.4	Building Capacity for Parent Leaders	Leadership trainings, workshops, conferences for advisory groups and other interested parents Monthly SPARC meetings with designated school representatives to discuss various topics with the Superintendent Parent governance and advisory support (i.e.,committee training-DAC, DELAC, SSC, ELAC). Ensure that one of the members District Advisory Committee members is a parent of a Special Education student.	$17,000.00	Yes
3.5	Diversity, Identity and Cultural Responsiveness	In order to create awareness and appreciation of the diversity in our school communities, we will develop a comprehensive plan that will provide	$0.00	No

Action #	Title	Description	Total Funds	Contributing
		opportunities for staff, students and families to engage in meaningful ways including: Deepening board resolutions around cultural awareness Building diverse book lists for classroom libraries Developing activities, lesson plans and recognition that celebrates and centers our diverse community *Funding for this action is allocated in Goal 1.7 *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)		
3.6	UPK (expanded PK - 3) Program	Enhance family and student engagement through the use of school/home connections (programming and materials) Extend partnerships to leverage educational, health and wellness opportunities for families (i.e. Family Resource Centers, Reading Partners, Raising a Reader, Always Dream, etc.) Design successful transitions for families and students entering our district (i.e. recruitment, orientations, continued onboarding and support)	$30,700.00	No
3.7	Positive School Climate and Culture	Foster an inclusive school environment to increase sense of belonging, sense of safety via the implementation of an anti bullying framework and tiered interventions. Develop positive engagement opportunities such as peer support and cross-age mentoring to increase sense of belonging and sense of connectedness	$153,100.00	Yes

Action #	Title	Description	Total Funds	Contributing
		All schools will be supported in developing positive engagement strategies/supports to improve school climate on campus, reduce suspensions and increase student attendance. (i.e. PBIS) Workshops will be planned and facilitated for staff, students and parents to implement and support positive engagement strategies at our district schools. (i.e. Project Cornerstone) Collaborate with the Student Advisory Committee to serve as ambassadors for the development of the School Wellness Advisory Youth (SWAY) Extend partnerships to leverage educational, health and wellness opportunities for families (i.e. Family Resource Centers, Reading Partners, Raising a Reader, Always Dream, etc.) Attendance software to monitor and case manage student chronic absenteeism (i.e., Attention to Attendance, etc.) Regular data analysis using A2A Suite to track progress for students who are chronically absent and those who may possibly become chronically absent to identify issues early and provide support using system developed through Differentiated Assistance. Conduct regular site team meetings that monitor student attendance to prevent chronic absenteeism, middle school dropout and intervene when needed. Parent, staff and student climate surveys to maximize engagement strategies Parent workshops on the impact of chronic absenteeism on student success Implement attendance incentives Increased monitoring and support for student groups with a "red" performance level on the California Dashboard including Black/African American, English Learners, Hispanic/Latino, Homeless, SED and SWD		

Action #	Title	Description	Total Funds	Contributing
		students and the following schools: Adelante, Adelante II, Aptitud, Chavez, Cureton, Dorsa, George, Hubbard, Linda Vista, LUCHA, Lyndale, McCollam, Meyer, Ocala, Renaissance at Fischer, Renaissance at Mathson, Russo, Ryan, San Antonio and Sheppard. *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)		
3.8	Student Showcases and cultural celebrations	Highlight student learning and involve families through student showcases and cultural celebrations which include but not limited to STEAM showcase, District Spelling Bee, Literacy and Math Nights, Science Fair, Earth Day events, etc.	$55,000.00	Yes
3.9	Ensuring language access for families-Translation/Interpretation	Cost for Translation and Interpretation services to provide access to monolingual families. Interpretation/translation services to provide parent support in languages other than English (i.e., Spanish, Vietnamese, other languages as needed; Deaf and Hard of Hearing support). Outside agency and employee contracts to provide additional interpretation/translation support at parent meetings and district-wide events Vietnamese translator/interpreter technician to support the increased need for this language Translation and Interpretation support for IEPs and other parent meetings with Special Education parents Professional Development (i.e., trainings, workshops) for development of translation/interpretation skills	$339,037.08	Yes

Action #	Title	Description	Total Funds	Contributing
3.10	Visual and Performing Arts Programming	To provide a comprehensive arts education program that integrates visual art, music, media art, theatre and dance to foster creativity, cultural awareness and social emotional development among students. Costs related to arts education program (i.e. teachers, contracted services, instruments, repairs, materials and supplies, field trips, transportation to and from events, rentals, professional development, substitute costs and teacher extended duty)	$3,269,528.68	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
4	By June 6th 2025, the percentage of students who are chronically absent will reduce by 10.9% from 40.9% to 30%. Attendance data will be monitored on a daily basis by our administrative assistant and community liaison to ensure that students who begin to show concerning attendance trends are identified and supported. Our goal will be to maintain 90% average daily attendance.	Equity Multiplier Focus Goal

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

During the 2023/2024 school year, Cesar Chavez Early Learning Center's dashboard data indicated a need to focus on attendance after receiving the lowest (red) rating on the chronic absenteeism indicator. 40.9% of Chavez students were chronically absent in the 2022-2023 school year (this was an increase of 23.3%). We had two student groups that also showed a need for particular attention - 42.9% of our Hispanic population were chronically absent (an increase of 22.3%) and 38.2% of our Socioeconomically Disadvantaged population were chronically absent (an increase of 18.7%).

This data was shared during our needs assessment process to gather community input as to how to address these attendance concerns. Teachers, Parents, and other staff members gathered for a series of SSC/ELAC meetings to analyze the data and create action steps for how to address these concerns. These meetings were held on 3/19/24, 4/23/24, and 5/21/24

Due to the large number of red performance areas that need to be addressed through our LCAP actions and services, staff has developed Appendix A as a way to organize the actions and services by school, student group and dashboard indicator. Appendix A can be found immediately after the LCAP fiscal tables.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	California Dashboard data -Chronic Absenteeism	Based on the 2023 California Dashboard:	Based on the 2024 California Dashboard:		25% of Chavez students will be chronically absent	All Students: 6.8% Increase

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		40.9% of Chavez students were chronically absent Hispanic student group: 42.9% of students were chronically absent (an increase of 22.3%) Socioeconomically disadvantaged student group: 38.2% of students were chronically absent (an increase of 18.7%)	47.7% of Chavez students were chronically absent Hispanic student group: 51.9% Socioeconomically disadvantaged student group: 51.7%		Hispanic student group: 25% of students will be chronically absent Socioeconomically disadvantaged student group: 25% of students will be chronically absent	Hispanic: 9% Increase Socioeconomically Disadvantaged: 13.5% Increase
4.2	Average Daily Attendance Records	For 2023/2024 school year, the average daily attendance is 86.93%	For 2024/2025 school year, the average daily attendance is 90.53%		By June 2027, the average daily attendance will be 92%	3.6% Increase
4.3	Panorama Survey data	Based on Spring 2024 survey, Family survey responses Sense of Belonging - 100% favorable response School Staff responds to my needs in a timely manner- 100% favorable response	Based on Spring 2025 survey, Family survey responses Sense of Belonging - 98% favorable response School Staff responds to my needs in a timely		By Spring of 2027, Family survey responses Sense of Belonging - 100% favorable response School Staff responds to my needs in a timely manner- 100% favorable response	Survey Response took a slight dip in percentage of favorable responses from Spring 2024 to Spring 2025 Sense of Belonging -2% School Staff responds to my needs in a timely manner -3%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Safety- 99% favorable response Climate of Academic Support- 100% favorable response Total parent participation 34/74 parents responded to the survey which is 46% response rate	manner- 97% favorable response Safety- 94% favorable response Climate of Academic Support- 97% favorable response Total parent participation 32/72 parents responded to the survey which is 44% response rate		Safety- 99% favorable response Climate of Academic Support- 100% favorable response Total parent participation 60/74 parents will respond to the survey which is an 80% response rate	Safety -3% Climate of Academic Support -3% Rate of parent participation -2%

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.
A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

During the 2024–25 school year, Cesar Chavez Early Learning Center implemented Goal 4 as part of its Equity Multiplier designation, with the targeted outcome of reducing chronic absenteeism by 10.9%, from 40.9% to 30%, and improving average daily attendance (ADA) to at least 90%. This goal was designed specifically for Chavez and will sunset with the school's closure in June 2025. Overall, implementation reflected both fidelity to the planned actions and flexibility in response to student and community needs, resulting in measurable improvements in both attendance rates and school-family engagement.

Action 4.1 – Community Liaison
The Community Liaison played a central role in mitigating chronic absenteeism through proactive outreach and family engagement. Responsibilities included providing consistent communication with families, translation and interpretation for school events and IEP meetings, and facilitating monthly cafecitos with the principal to strengthen school-home partnerships. The liaison also participated in the site

attendance team and coordinated attendance incentive programs, reinforcing the importance of daily attendance. Based on internal DataZone reports, these collective efforts contributed to a notable drop in chronic absenteeism at Chavez, from 50.58% to 39.43%, a decrease of 11.15%. Subgroup progress included a slight decrease among Hispanic students (from 42.9% to 41.27%) and a smaller shift among socioeconomically disadvantaged students (from 38.2% to 39.68%), indicating some progress in addressing attendance equity. However, 2024 California Dashboard data, which reflects lagging, certified attendance outcomes, shows that chronic absenteeism rose to 47.7% overall at Chavez. Chronic absenteeism among Hispanic students increased to 51.9%, and among socioeconomically disadvantaged students to 51.7%. This discrepancy between real-time monitoring and state-reported data highlights the importance of continuing consistent, high-quality data collection practices while also deepening interventions to ensure sustainable progress.

While overall implementation was strong, a districtwide need was identified for differentiated professional development for Community Liaisons, particularly in public speaking and the use of digital tools to enhance communication and outreach. These improvements will help ensure liaisons are equipped to effectively engage all families and support improved attendance outcomes.
Action 4.2 – Chavez Care Closet
The Chavez Care Closet directly addressed logistical and financial barriers to attendance by providing essential resources such as uniforms, clothing, food, and transportation tokens. This action became even more critical during spring as families began transitioning to new schools due to the planned closure. To support this shift, the site used remaining funds to purchase additional uniforms and supplies, ensuring continuity and stability for families. The 3.6% increase in ADA from 86.93% to 90.53% underscores the significance of addressing basic needs to support consistent student attendance.

Action 4.3 – Home Visits / Behavior Technician Support
Originally designed to support school readiness through home visits and supply distribution, this action was adapted midyear in response to site feedback and behavioral concerns. Due to limited staff capacity to conduct visits, funds were reallocated to hire Behavior Technicians through Amergis. These technicians provided classroom-level support, creating safer, more predictable environments that directly contributed to improved attendance for students with behavioral or emotional challenges. Teacher feedback and Panorama survey data supported this shift, and the overall 11.15% reduction in chronic absenteeism validates the effectiveness of this responsive adjustment.

Action 4.4 – Expanded Learning Opportunities
Staffing constraints, including paraeducator scheduling limitations, prevented consistent implementation of a structured after-school program. However, the site demonstrated adaptability by partnering with Kidango to offer extended care to families with the highest need and coordinating flexible coverage through existing staff. These efforts ensured that working families continued to have access to before- and after-school supervision, helping to reduce absenteeism tied to childcare barriers. This action contributed to the school achieving an average daily attendance rate of 90.53% by year's end.

Action 4.5 – Family Engagement Events
Family enrichment trips and on-campus events helped reinforce the school-home connection, boost morale, and improve engagement, key drivers of school attendance. Notable events included field trips to Emma Prusch Farm Park and the Children's Discovery Museum, a Family Literacy Picnic, and an Earth Day Open House. Although Panorama Survey data showed slight year-over-year declines (e.g., 2% drop in sense of belonging and 3% drop in perceived safety and academic support), family participation remained strong. Survey participation held steady at 44% compared to 46% the prior year, despite the anticipated closure. These activities maintained community trust and a positive school climate, both essential to sustaining attendance gains during a transition year.

In summary, Goal 4 was implemented with a high degree of responsiveness and site-level adaptability. Although some planned actions shifted, particularly around home visits and after-school programming, these changes were driven by real-time needs and student well-being. The proactive adjustments, along with strong family partnerships and intentional outreach, led to significant progress: chronic absenteeism decreased by over 11%, and average daily attendance exceeded the 90% target. These outcomes reflect not only effective execution but also the strength of Chavez's commitment to supporting students and families in its final year of operation.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Goal 4 aimed to reduce chronic absenteeism and improve average daily attendance by strengthening family engagement, addressing basic needs, and expanding targeted supports. While the overall scope and intent of the goal were preserved, several material differences between budgeted and estimated actual expenditures reflect adjustments made in response to site-level needs, capacity constraints, and the impending closure of Cesar Chavez Early Learning Center.

The most significant variance occurred under Action 4.1 (Community Liaison Support), which was budgeted at $54,413.90 but closed the year with $49,146.47 in expenditures. The underspending stemmed from unfilled extended hours originally designated for evening workshops and home visits. In some cases, events were consolidated or held during school hours due to staffing availability and family preferences, resulting in cost savings without compromising the effectiveness of the liaison's outreach efforts.

Action 4.2 (Chavez Care Closet) was implemented exactly as planned, with full expenditure of the $2,000 budget. The Care Closet provided students and families with clothing, hygiene products, school supplies, and other essentials aimed at reducing absenteeism driven by unmet basic needs. The action met its intended outcomes and did not experience material changes.

Action 4.3 (Home Visits) also remained aligned with its budget, fully expending the planned $10,000. Staff conducted outreach and connection-building through home visits, many of which were accompanied by donated care packages. The effort helped reinforce family-school partnerships and supported students with significant attendance challenges.

Action 4.4 (Expanded Learning Opportunities) was budgeted at $30,000 and ended the year slightly under budget at $29,104. While implementation was consistent, the small variance reflects unanticipated savings in materials and transportation due to higher-than-expected participation in onsite rather than offsite activities.

The largest proportional variance under Goal 4 occurred with Action 4.5 (Family Enrichment Trips), where only $1,920 of the $9,578 budget was expended. This significant underspending was the result of transportation barriers, scheduling limitations, and ultimately, decreased demand from families as the school's impending closure reduced participation in year-end activities. Though planned to foster positive attendance behaviors and family engagement, the action could not be fully realized under the evolving site context.

The material differences in expenditures for Goal 4 are largely attributed to the unique context of Cesar Chavez Early Learning Center, which is scheduled to close in June 2025. While the implemented actions yielded improvements in student attendance and family engagement,

certain budgeted funds were not fully expended due to logistical constraints and shifts in community participation. These variances do not reflect a shortfall in program design or effectiveness. All unutilized funds associated with this goal will be returned to the state. As this goal sunsets with the school's closure, lessons learned, particularly regarding scalable outreach, basic needs support, and flexible engagement strategies, will inform districtwide efforts to address chronic absenteeism moving forward.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The actions implemented under Goal 4 were largely effective in driving progress toward the targeted outcomes of reducing chronic absenteeism and increasing average daily attendance at Cesar Chavez Early Learning Center. While some actions required midyear adjustments, each contributed in meaningful ways to improving student attendance and strengthening family engagement in the final year of the school's operation.

Action 4.1, focused on the Community Liaison, proved highly effective. The liaison played a critical role in building relationships with families through monthly cafecitos, attendance team participation, translation services, and direct outreach. These efforts helped remove barriers that traditionally led to chronic absenteeism and established a consistent line of communication between school and home. As a result of these efforts, the school achieved an 11.15% decrease in chronic absenteeism, moving from 50.58% down to 39.43%. Additionally, student group data showed reductions in absenteeism among Hispanic students (from 42.9% to 41.27%) and socioeconomically disadvantaged students (from 38.2% to 39.68%), signaling improvement in attendance equity. These outcomes highlight the effectiveness of the liaison's role in connecting families to school supports and reinforcing positive attendance behaviors. While the position was implemented successfully, future improvement could be made by providing more targeted training in digital communication tools and public presentation strategies.

Action 4.2, the Chavez Care Closet, was also highly effective. It provided students and families with access to essential resources, including uniforms, clothing, food, and transportation vouchers. This tangible support reduced logistical and financial barriers that might otherwise have kept students at home. The Care Closet was particularly impactful in the spring as families began to prepare for transitions related to the school's closure. Additional uniforms were distributed to ensure a smooth handoff to receiving schools. These efforts supported a 3.6% increase in average daily attendance, from 86.93% to 90.53%, which aligned directly with the goal of maintaining ADA above 90%. By meeting basic needs, this action reinforced school stability and directly influenced student attendance.

Action 4.3 was initially planned to include staff-led home visits, but was revised mid-year to address a more urgent site-wide need for student behavioral challenges that were impacting attendance. The school redirected funds to hire Behavior Technicians from Amergis, who supported classrooms in creating safer, more predictable environments. Teachers noted improvements in classroom climate and student self-regulation, especially among those with anxiety or emotional challenges who had previously avoided school. This shift in strategy aligned with the intent of the original action: to reduce absenteeism by addressing the root causes of disengagement. The significant drop in chronic absenteeism of over 11% across the school reflects the success of this modified approach in improving school readiness and emotional safety.

Action 4.4, which aimed to expand after-school learning opportunities, faced moderate implementation challenges. Due to staffing and scheduling constraints with paraeducators, the school was unable to launch a formal daily after-school program. However, site leadership partnered with Kidango to ensure families with the greatest childcare needs could access before- and after-school coverage. Additional on-

site staff also provided flexible supervision solutions when possible. These creative adaptations allowed the school to uphold the core purpose of the action, supporting families with limited childcare options, and helped sustain the school's ADA above 90%. While the modified approach met family needs, the original plan could not be fully realized due to staffing limitations.

Action 4.5, centered on family engagement events, was highly effective in promoting attendance and community connection. The school hosted two major off-site field trips, Emma Prusch Farm Park and the Children's Discovery Museum, as well as on-campus events like the Family Literacy Picnic and Earth Day Open House. These events strengthened the relationship between families and school staff and gave parents meaningful opportunities to participate in their child's learning. While Panorama survey data showed small declines in positive responses from Spring 2024 to Spring 2025, including a 2% drop in sense of belonging, a 5% drop in perceptions of safety, and a 3% drop in academic support, family participation remained consistent. Parent survey participation held steady at 44%, down just 2 percentage points from the prior year. These outcomes suggest that the school's proactive family engagement helped sustain a supportive climate despite the challenges of a transition year.

In summary, each action under Goal 4 contributed effectively to reducing chronic absenteeism and improving student attendance at Chavez. While not all actions were implemented as originally planned, the school demonstrated a high degree of responsiveness and flexibility in adapting to student needs. Through strategic pivots, strong family partnerships, and focused support, Chavez exceeded its ADA target and made significant strides in reducing chronic absenteeism during its final year of operation.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of the school's scheduled closure on July 1, 2025, Goal 4 will be discontinued for the 2025–26 school year. This goal was designed specifically for Cesar Chavez Early Learning Center as part of its Equity Multiplier designation, with the intent to target site-specific barriers to attendance and reduce chronic absenteeism. Because the school will no longer be operational, the goal, associated metrics, and action plans will not carry forward into the next planning cycle.

Although the goal itself will sunset, several key reflections from implementation may inform future practices at other sites. These include the demonstrated effectiveness of targeted roles such as Community Liaisons in supporting attendance, the impact of addressing basic student needs through resources like care closets, and the value of family engagement events in sustaining school connectedness during times of transition. Additionally, the successful midyear pivot from planned home visits to contracted behavior support highlighted the importance of flexible funding and real-time responsiveness to site needs.

No changes were made to the goal or its target metrics during the 2024–25 year; however, actions were adjusted in practice based on implementation feasibility and student need. These adaptive decisions contributed meaningfully to student outcomes and should be considered as effective models for future site-based planning, even though this particular goal will be retired following the closure of Cesar Chavez Early

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Community Liaison	Costs related to community liaisons. Community Liaison priority areas include: increasing parent involvement and engagement, supporting with translation and interpretation, working towards mitigation of chronic absenteeism. Cost of extended hours (i.e., for recruitment purposes to increase enrollment, home visits, and support at events). Professional development to enhance skills that support parents/families (i.e. workshops, trainings, conferences) Community Liaisons will work in coordination with Principals to offer workshops related to the importance of school attendance. *This action is included to address the sites, student groups & indicators that received the lowest performance level on the 2023 CA Dashboard (see Appendix for areas being addressed)		No
4.2	Chavez Care Closet	Create Chavez Care Closet to address basic needs of students and families to eliminate the barriers to coming to school thus mitigating the cases of chronic absenteeism. Care closet would be overseen by the school's community liaison and include supplies such as bus tokens, extra school uniforms, socks, underwear, shoes and other clothing, food items, items for weather (umbrellas).		No
4.3	Home visits	Conduct home visits in which staff members gift school readiness backpacks supplied with materials for the student and family to bridge transition to school and support families in supporting their child. The importance of student attendance will be priority topic during the home visits.		No

Action #	Title	Description	Total Funds	Contributing
4.4	Expanded Learning Opportunities	Provide after school expanded learning opportunities to address families' need for extended day schedule. This support is essential for regular school attendance when lack of childcare prevents students from coming to school.		No
4.5	Family Enrichment Trips	Events on and off site to build relationships between school staff and students and their families. These events and field trips would engage the Cesar Chavez Early Learning community in shared learning opportunities that will enhance their learning and provide enrichment. Budget would be allocated for contract costs, admission costs, and/or transportation expenses.		No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2025-26]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$$26,478,327	$3,195,298

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
34.347%	0.000%	$0.00	34.347%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.1	**Action:** Recruit, retain, develop and celebrate employees **Need:** According to data on the California Dashboard, there is an equity gap for the following student groups: African American, Hispanic, Homeless, Foster Youth, Pacific Islander, English Learners, Students with disabilities, Two or more races,	This action addresses the specific needs of English Learners, Foster Youth and Socioeconomically Disadvantaged students at all school sites by planning and prioritizing services that bridge the equity gap. Since all sites have a high percentage of socioeconomically disadvantaged students, the supplemental needs of these students will be supported through this action.	1.15, 1.19

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Socioeconomically Disadvantaged. These students don't typically have access to the additional resources that support their learning nor have the technology at home to expand the learning into their homes. Parents are also not as involved due to work constraints and family stresses which limits their ability to attend school events and take their children on educational excursions. **Scope:** LEA-wide		
1.2	**Action:** Targeted support services and programming - school sites **Need:** The 2023/2024 SBAC shows a gap between all students and our unduplicated students in the areas of ELA and Math **Scope:** LEA-wide	The research clearly states that there is a direct, measurable link between teacher effectiveness and student success. Our EL, FY and SED students need access to highly qualified and trained staff. When students feel a strong connection to school and are taught by qualified, caring teachers, we will see an increase in test scores overall. While services in this action are for all students, it addresses the specific needs of English Learners, Foster Youth and Socioeconomically Disadvantaged students at all school sites.	1.5, 1.19
1.3	**Action:** Professional development and support to ensure high quality instruction **Need:** According to data on the California Dashboard, there is an equity gap for the following student groups: African American, Hispanic, Homeless, Foster Youth, Pacific Islander, English Learners, Students with	Professional development including anti-bias, anti-racist and culturally responsive teaching training will address the equity gap of our student groups in "red"	1.12, 1.15, 1.19

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	disabilities, Two or more races, Socioeconomically Disadvantaged. Performance of these student groups on statewide and local measures shows lower achievement levels than the general student population. **Scope:** LEA-wide		
1.4	**Action:** Supplemental Educational Programs and Platforms **Need:** Performance of unduplicated student groups on statewide and local measures shows lower achievement levels than the general population of students. **Scope:** LEA-wide	Progress monitoring and the personalized instructional platform will provide the additional academic support students need. It also provides the ability for staff to disaggregate data for these student groups. While services in this action are for all students, it will address the specific needs of English Learners, Foster Youth and Socioeconomically Disadvantaged students at all school sites.	1.18
1.5	**Action:** Tech Support for Instructional Programming **Need:** EL, FY, and SED students and parents report having limited or no access to tech devices and/or internet. **Scope:**	Computers and online connectivity are becoming increasingly important to ensuring that educational opportunity is open to all children, regardless of their economic status. This action ensures that all students have 1:1 reliable access to technology and connectivity.	1.1, 1.19

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
1.7	**Action:** Implementation of Ethnic Studies **Need:** According to data on the California Dashboard, there is an equity gap for the following student groups: African American, Hispanic, Homeless, Foster Youth, Pacific Islander, English Learners, Students with disabilities, Two or more races, Socioeconomically Disadvantaged for chronic absenteeism. In addition, the survey data from Spring 2024 shows the following: "Sense of Belonging" Elementary students is 74% Middle School students is 59% "Safety" Elementary students is 63% Middle School students is 62% **Scope:** LEA-wide	Ethnic studies are essential to students' sense of belonging in the classroom with its focus on the experiences of people of color. Offering this to all students will impact students' sense of belonging at school especially African American and Hispanic students who are in "red' for Chronic Absenteeism	1.5, 1.13, 1.14, 1.21
1.9	**Action:** Positive School Climate and Culture **Need:** According to a report from the Center for Mental Health in Schools, they estimate that	This action will provide the necessary support for students' overall well-being. Mentally healthy students are more likely to go to school ready to learn, actively engage in school activities, have supportive and caring connections with adults and young people, use appropriate problem-solving	1.5, 1.11, 1.14, 1.21

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	between 12 and 22 percent of school-aged children and youth have a diagnosable mental health disorder. We know that EL, FY, and SED students have limited or no access to mental health/counseling services coupled with the fact the 76.7% of Alum Rock students are socioeconomically disadvantaged. **Scope:** LEA-wide	skills, have nonaggressive behaviors, and add to positive school culture. While services in this action are for all students, priority services will be provided for Foster Youth, English Learners, socio-economically disadvantaged (SED), and homeless youth.	
1.13	**Action:** Biliteracy Pathway Opportunities **Need:** Performance of English Learners on statewide and local measures shows lower achievement levels than the general population of students. According to the Spring 2023 SBAC data, the following are the student results: ELA (all students) - Average of 64.2 points below standard ELA (English Learners) - Average of 102.5 points below standard In addition, parent feedback from input sessions indicates the demand for more second language learning opportunities for students. **Scope:**	English Learners have access to high quality, dual immersion programming that supports English language acquisition. English Only students are also invited to participate as part of the Two Way Immersion model	1.20

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
1.14	**Action:** Support Services for Students **Need:** According to data on the California Dashboard, there is an equity gap for the following student groups: African American, Hispanic, Homeless, Foster Youth, Pacific Islander, English Learners, Students with disabilities, Two or more races, Socioeconomically Disadvantaged. These students typically have limited access to supplemental services that keep them safe, healthy and connected to school. **Scope:** LEA-wide	EL, FY and SED students will benefit from specialized supports during the school day to provide resource equity (e.g., assistance for students with special health needs, improving the rate of chronic absenteeism, safe transportation of students and ensuring instructional materials for all students)	1.5, 1.10, 1.21
2.4	**Action:** Supplemental services and intervention for designated student populations **Need:** EL, FY and SED students are the highest need students in our district. These students lag behind other student groups in academic progress and have the most instances of chronic absenteeism. This action will ensure the supplemental services and resources to support their academic progress and overall well-being. **Scope:**	This action ensures centralized administrative support, supplemental materials, services and resources to implement programs for English Learners, Foster Youth, SED, Migrant Education students and their families. This includes counseling services and case management, connection of resources through School LInked Services supervisors, cost of platforms and programs that streamline processes for support.	2.3, 2.5, 2.7, 2.11

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
3.1	**Action:** Parent/Community Engagement **Need:** EL, FY and SED students are in "red" for Chronic Absenteeism and Academics. It is widely known in the research, that strong family-school partnerships lead to improved student outcomes, such as: improved identification of needs, improved social emotional development and improved attendance. **Scope:** LEA-wide	This action promotes parent engagement and community involvement at all schools and through District sponsored activities especially for parents of EL, FY and SED students.	3.1, 3.2, 3.3, 2.5, 2.7
3.2	**Action:** Parent University **Need:** EL, FY and SED students are in "red" for Chronic Absenteeism and Academics. Parent education programs can help improve communication skills between parents and children, provide information on how to support their children which results in increased support and an overall better understanding between family members **Scope:** LEA-wide	Parent University provides parent workshops on topics to support student learning, mental health and socio-emotional growth. Alum Rock hosts several Parent University events during the school year and prioritizes involvement for parents of English Learners, Foster Youth and Socioeconomically Disadvantaged students.	3.1, 3.2, 3.3, 2.5, 2.7

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
3.3	**Action:** Community and Family Outreach and Support **Need:** EL and SED students are disproportionately underrepresented at school events due to lack of access. **Scope:** LEA-wide	The community liaisons serve as a bridge between home and school for District families. They provide translation/interpretation services for monolingual parents, assist with cases of chronic absenteeism and plan for opportunities for parent development and education.	3.2, 3.3
3.4	**Action:** Building Capacity for Parent Leaders **Need:** It is our experience that parents of English Learners, Foster Youth and Socioeconomically Disadvantaged youth participate in leadership groups at a much lower rate than their peers. **Scope:** LEA-wide	This action provides parents an opportunity to participate in school and District level committees, leadership training especially parents of English Learners, Foster Youth and Socioeconomically Disadvantaged students to participate in these leadership roles. In addition, it is crucial that the district ensure Students with Special Needs and Black/African American students are represented in leadership positions.	3.3 * Staff will work with Panorama to disaggregate data for EL and SED student groups, 3.11
3.7	**Action:** Positive School Climate and Culture **Need:** Overall, based on the 2023/2024 Spring survey, only 74% of Elementary students and 58% of Middle school students reported a strong "sense of belonging" at school. In addition, 96% of parents and 83% of staff reported a strong "sense of belonging". This coupled with the high rate of chronic absenteeism in our schools has led us to take	The actions/services proposed are intended to create a supportive and engaging environment to address chronic absenteeism. Building a positive school climate can help students feel safe, more connected and motivated to attend regularly.	3.3, 3.4, 3.5, 2.7

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	a deeper dive into the reasons that our unduplicated students' lack of connection to school. **Scope:** LEA-wide		
3.8	**Action:** Student Showcases and cultural celebrations **Need:** Overall, based on the 2023/2024 Spring survey, only 74% of Elementary students and 58% of Middle school students reported a strong "sense of belonging" at school. In addition, 96% of parents and 83% of staff reported a strong "sense of belonging". This coupled with the high rate of chronic absenteeism in our schools has led us to take a deeper dive into the reasons that our unduplicated students' lack of connection to school. **Scope:** LEA-wide	Family involvement activities and student showcases will strengthen relationships between staff and families, highlight student achievements, increase student pride and positively impact school climate.	3.3 * Staff will work with Panorama to disaggregate data for EL and SED student groups, 3.4
3.9	**Action:** Ensuring language access for families-Translation/Interpretation **Need:** EL and SED students are disproportionately underrepresented at school events due to lack of access.	Translation services provide access for our monolingual parents to communicate and receive information in a language that is familiar to them. These services positively impact student learning for our English Learners.	3.3 * Staff will work with Panorama to disaggregate data for EL and SED student groups, 3.10

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Scope: LEA-wide		
3.10	**Action:** Visual and Performing Arts Programming **Need:** According to data on the California Dashboard, there is an equity gap for the following student groups: African American, Hispanic, Homeless, Foster Youth, Pacific Islander, English Learners, Students with disabilities, Two or more races, Socioeconomically Disadvantaged. These students don't typically have access to a well rounded educational experience that includes music and the arts. **Scope:** LEA-wide	The district Visual and Performing Arts Program provides an opportunity for students to explore a different learning modality. This action supports the classroom music program, Mariachi program, Jazz Program, and Visual and Performing Arts Program. Our unduplicated students benefit from these programs because they provide culturally relevant content and access to additional arts opportunities that build self confidence and positive relationships with peers.	3.7

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.11	**Action:** Supplemental Support for English Language Development	Provide professional development opportunities for teachers and administrators for English Language	1.6, 1.12, 1.15, 1.19

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	Need: Performance of English Learners on statewide and local measures shows lower achievement levels than the general population of students. According to the Spring 2023 SBAC data, the following are the student results: ELA (all students) - Average of 64.2 points below standard ELA (English Learners) - Average of 102.5 points below standard **Scope:** Limited to Unduplicated Student Group(s)	Development (ELD) to support the specific academic needs of this student group.	

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

N/A

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

In 2025–26, Alum Rock Union School District will utilize the additional concentration grant add-on funding to expand staffing and services at schools with the highest concentrations of foster youth, English learners, and low-income students. These funds will be strategically invested in positions and programs that directly support students' academic achievement, social-emotional well-being, behavior, and access to enrichment opportunities. Key investments include:

Goal 1, Action 1: Additional Teacher Support Staff – $183,477.60

Allocated to schools with higher student-to-teacher ratios to reduce class size and provide more individualized instruction.

Goal 1, Action 3: Librarian of Record – $11,100.00
Provides direct student access to library services, fostering literacy development at high-need sites.

Goal 1, Action 4: Library Software – $13,000.00
Supports equitable access to high-quality instructional materials and research tools through the Follett Destiny platform.

Goal 1, Action 7: Curriculum Development & Publishing – $25,000.00
Funds the continued implementation of the Ethnic Studies curriculum aligned with state guidance to increase engagement and cultural relevance for underserved students.

Goal 1, Action 9: Counselors – $708,167.59
Adds 0.5 FTE counselor at each elementary school to expand social-emotional and academic counseling services for students.

Goal 1, Action 14: Assistant Principals & Director of Academic Services – $941,297.13
Provides assistant principals at all middle schools to support instructional leadership and student services; includes funding for a Director of Academic Services to oversee intervention programs and school improvement.

Goal 1, Action 14: RO Health Contracted Services – $550,000.00
Offers 1:1 direct support services for students with intensive health needs through licensed professionals.

Goal 1, Action 14: Academic Services Director - $ 246,585.68

Goal 3, Action 1: Sports and Enrichment Programming – $516,670.00
Includes school day and after-school sports programs, tournaments, and coaching stipends to promote student engagement, school connectedness, and physical wellness.

Collectively, these actions reflect the district's strategic use of concentration add-on funding to increase student-facing services, improve learning conditions, and close opportunity gaps at the highest-need school sites.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	N/A

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of certificated staff providing direct services to students	N/A	N/A

2025-26 Total Planned Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	$77,090,811	$26,478,327	34.347%	0.000%	34.347%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$130,960,976.31	$14,803,633.02	$1,000,000.00	$1,434,964.00	$148,199,573.33	$116,446,083.46	$31,753,489.87

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Recruit, retain, develop and celebrate employees	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$7,155,207.00	$419,957.15	$7,575,164.15				$7,575,164.15	
1	1.2	Targeted support services and programming -school sites	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$2,812,452.24	$131,486.76	$2,943,939.00				$2,943,939.00	
1	1.3	Professional development and support to ensure high quality instruction	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$2,788,867.07	$209,100.00	$2,280,339.07			$717,628.00	$2,997,967.07	
1	1.4	Supplemental Educational Programs and Platforms	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$0.00	$378,000.00	$378,000.00				$378,000.00	
1	1.5	Tech Support for Instructional Programming	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$773,193.07	$321,383.00	$1,094,576.07				$1,094,576.07	
1	1.6	UPK (expanded PK -3) Program	All	No			Specific Schools: all elementary schools TK-3	ongoing	$154,286.07	$953,949.02	$848,235.09	$160,000.00	$100,000.00		$1,108,235.09	
1	1.7	Implementation of Ethnic Studies	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$2,932.04	$22,067.96	$25,000.00				$25,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.8	Expanded Learning Programming	All	No			All Schools	ongoing	$3,263,234.28	$8,719,698.74		$11,982,933.02			$11,982,933.02	
1	1.9	Positive School Climate and Culture	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$1,975,003.44	$14,645.63	$1,989,649.07				$1,989,649.07	
1	1.10	Special Services for students	All	No			All Schools	ongoing	$25,330,044.00	$7,580,917.00	$32,910,961.00				$32,910,961.00	
1	1.11	Supplemental Support for English Language Development	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	ongoing	$11,413.96	$10,000.00	$21,413.96				$21,413.96	
1	1.12	Support for English Language Proficiency Assessment to provide designated EL support	All	No			All Schools	ongoing	$177,263.36	$0.00	$177,263.36				$177,263.36	
1	1.13	Biliteracy Pathway Opportunities	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Adelante Academy I, Adelante Academy II, Painter DLI Program	ongoing	$4,625.08	$127,233.00	$131,858.08				$131,858.08	
1	1.14	Support Services for Students	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$4,183,983.94	$739,300.00	$4,923,283.94				$4,923,283.94	
1	1.15	Maintaining a Safe School Environment	All	No			All Schools	ongoing	$0.00	$259,900.00	$259,900.00				$259,900.00	
1	1.16	Routine Restricted Maintenance Repair	All	No			All Schools	ongoing	$3,038,212.00	$1,684,421.00	$4,722,633.00				$4,722,633.00	
1	1.17	Core Program Support	All	No			All Schools	ongoing	$57,499,700.79	$6,518,724.91	$64,018,425.70				$64,018,425.70	
2	2.1	UPK (expanded PK -3) Program	All	No			All Schools	ongoing	$30,000.00	$0.00		$30,000.00			$30,000.00	
2	2.2	Positive School Culture, small group and individual support	All	No			All Schools	ongoing	$1,704,639.68	$1,845,360.32		$2,600,000.00	$900,000.00	$50,000.00	$3,550,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
2	2.3	Expanded Support for Long-Term English Learners & Newcomers	All	No			All Schools	ongoing	$174,962.18	$443,025.82	$135,000.00			$482,988.00	$617,988.00	
2	2.4	Supplemental services and intervention for designated student populations	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$777,936.47	$110,950.00	$830,593.47			$58,293.00	$888,886.47	
3	3.1	Parent/Community Engagement	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$41,723.00	$521,002.00	$536,670.00			$26,055.00	$562,725.00	
3	3.2	Parent University	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$16,618.44	$37,381.56	$54,000.00				$54,000.00	
3	3.3	Community and Family Outreach and Support	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	ongoing	$1,086,907.59	$283,498.00	$1,370,405.59				$1,370,405.59	
3	3.4	Building Capacity for Parent Leaders	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$4,500.00	$12,500.00	$17,000.00				$17,000.00	
3	3.5	Diversity, Identity and Cultural Responsiveness	All	No			All Schools	ongoing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
3	3.6	UPK (expanded PK-3) Program	All	No			All Schools	ongoing	$0.00	$30,700.00		$30,700.00			$30,700.00	
3	3.7	Positive School Climate and Culture	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$12,027.00	$141,073.00	$153,100.00				$153,100.00	
3	3.8	Student Showcases and cultural celebrations	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$0.00	$55,000.00	$5,000.00			$50,000.00	$55,000.00	
3	3.9	Ensuring language access for families-Translation/Interpretation	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	ongoing	$323,287.08	$15,750.00	$339,037.08				$339,037.08	
3	3.10	Visual and Performing Arts Programming	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	ongoing	$3,103,063.68	$166,465.00	$3,219,528.68			$50,000.00	$3,269,528.68	
4	4.1	Community Liaison	All	No			Specific Schools: Cesar	2024/2025 school year								

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
							Chavez Early Learning Center									
4	4.2	Chavez Care Closet	All	No			Specific Schools: Cesar Chavez Early Learning Center TK/K	2024/2025 school year								
4	4.3	Home visits	All	No			Specific Schools: Cesar Chavez Early Learning Center TK/K	2024/2025 school year								
4	4.4	Expanded Learning Opportunities	All	No			Specific Schools: Cesar Chavez Early Learning Center TK/K	2024/2025 school year								
4	4.5	Family Enrichment Trips	All	No			Specific Schools: Cesar Chavez Early Learning Center TK/K	2024/2025 school year								

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$77,090,811	$26,478,327	34.347%	0.000%	34.347%	$27,888,558.16	0.000%	36.176 %	**Total:**	$27,888,558.16
								LEA-wide Total:	$27,867,144.20
								Limited Total:	$21,413.96
								Schoolwide Total:	$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Recruit, retain, develop and celebrate employees	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$7,575,164.15	
1	1.2	Targeted support services and programming -school sites	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$2,943,939.00	
1	1.3	Professional development and support to ensure high quality instruction	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$2,280,339.07	
1	1.4	Supplemental Educational Programs and Platforms	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$378,000.00	
1	1.5	Tech Support for Instructional Programming	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$1,094,576.07	
1	1.7	Implementation of Ethnic Studies	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$25,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.9	Positive School Climate and Culture	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$1,989,649.07	
1	1.11	Supplemental Support for English Language Development	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	$21,413.96	
1	1.13	Biliteracy Pathway Opportunities	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Adelante Academy I, Adelante Academy II, Painter DLI Program	$131,858.08	
1	1.14	Support Services for Students	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$4,923,283.94	
2	2.4	Supplemental services and intervention for designated student populations	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$830,593.47	
3	3.1	Parent/Community Engagement	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$536,670.00	
3	3.2	Parent University	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$54,000.00	
3	3.3	Community and Family Outreach and Support	Yes	LEA-wide	English Learners Low Income	All Schools	$1,370,405.59	
3	3.4	Building Capacity for Parent Leaders	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$17,000.00	
3	3.7	Positive School Climate and Culture	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$153,100.00	
3	3.8	Student Showcases and cultural celebrations	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$5,000.00	
3	3.9	Ensuring language access for families- Translation/Interpretation	Yes	LEA-wide	English Learners Low Income	All Schools	$339,037.08	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
3	3.10	Visual and Performing Arts Programming	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$3,219,528.68	

2024-25 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$157,751,620.97	$152,759,129.78

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Targeted support services and programming -school sites	Yes	$7,915,524.14	7,910,524.14
1	1.2	Recruit, retain, develop and celebrate employees	Yes	$3,404,292.34	3,362,542.34
1	1.3	Professional development and support to ensure high quality instruction	Yes	$2,479,003.96	2,453,221.00
1	1.4	Supplemental Educational Programs and Platforms	Yes	$368,828.12	395,720.25
1	1.5	Tech Support for Instructional Programming	Yes	$1,215,658.58	1,145,557.57
1	1.6	UPK (expanded PK -3) Program	No	$1,135,518.17	978,316.55
1	1.7	Implementation of Ethnic Studies	Yes	$240,567.51	235,628.00
1	1.8	Expanded Learning Programming	No	$9,958,761.53	11,122,076.21
1	1.9	Positive School Climate and Culture	Yes	$2,385,501.31	2,126,368.42
1	1.10	Special Services for students	No	$34,989,125.00	33,861,569.00
1	1.11	Supplemental Support for English Language Development	Yes	$50,738.00	16,460.11

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.12	Support for English Language Proficiency Assessment to provide designated EL support	No	$220,464.00	185,464.00
1	1.13	Biliteracy Pathway Opportunities	Yes	$82,924.00	82,924.00
1	1.14	Support Services for Students	Yes	$6,130,973.01	5,792,526.89
1	1.15	Maintaining a Safe School Environment	No	$256,740.00	255,734.06
1	1.16	Routine Restricted Maintenance Repair	No	$4,944,016.25	4,944,016.25
1	1.17	Core Program Support	No	$68,957,125.27	68,957,125.27
2	2.1	UPK (expanded PK -3) Program	No	$30,000.00	0
2	2.2	Positive School Culture, small group and individual support	No	$5,210,121.00	1,910,431.00
2	2.3	Expanded Support for Long-Term English Learners & Newcomers	No	$578,038.91	510,225.46
2	2.4	Supplemental services and intervention for designated student populations	Yes	$1,127,858.81	1,045,493.79
3	3.1	Parent/Community Engagement	Yes	$346,732.56	345,191.82
3	3.2	Parent University	Yes	$60,000.00	60,000.00
3	3.3	Community and Family Outreach and Support	Yes	$1,604,317.73	1,537,459.31

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.4	Building Capacity for Parent Leaders	Yes	$18,000.00	12,000.00
3	3.5	Diversity, Identity and Cultural Responsiveness	No	$0.00	0
3	3.6	UPK (expanded PK -3) Program	No	$30,700.00	5700
3	3.7	Positive School Climate and Culture	Yes	$153,100.00	153,100.00
3	3.8	Student Showcases and cultural celebrations	Yes	$43,500.00	5,000.00
3	3.9	Ensuring language access for families-Translation/Interpretation	Yes	$358,442.45	318,642.45
3	3.10	Visual and Performing Arts Programming	Yes	$3,349,056.42	2,937,941.42
4	4.1	Community Liaison	No	$54,413.90	49,146.47
4	4.2	Chavez Care Closet	No	$2,000.00	2000
4	4.3	Home visits	No	$10,000.00	10000
4	4.4	Expanded Learning Opportunities	No	$30,000.00	29104
4	4.5	Family Enrichment Trips	No	$9,578.00	1920

2024-25 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
$26,154,704	$30,946,052.68	$29,643,028.76	$1,303,023.92	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Targeted support services and programming -school sites	Yes	$7,915,524.14	7,910,524.14		
1	1.2	Recruit, retain, develop and celebrate employees	Yes	$3,404,292.34	3,362,542.34		
1	1.3	Professional development and support to ensure high quality instruction	Yes	$2,479,003.96	2,453,221.00		
1	1.4	Supplemental Educational Programs and Platforms	Yes	$368,828.12	395,720.25		
1	1.5	Tech Support for Instructional Programming	Yes	$1,215,658.58	1,145,557.57		
1	1.7	Implementation of Ethnic Studies	Yes	$25,000.00	18,000.00		
1	1.9	Positive School Climate and Culture	Yes	$2,385,501.31	2,126,368.42		
1	1.11	Supplemental Support for English Language Development	Yes	$50,738.00	16,460.11		
1	1.13	Biliteracy Pathway Opportunities	Yes	$82,924.00	82,924.00		
1	1.14	Support Services for Students	Yes	$6,130,973.01	5,792,526.89		
2	2.4	Supplemental services and intervention for designated student populations	Yes	$1,077,807.06	995,442.04		
3	3.1	Parent/Community Engagement	Yes	$321,139.56	319,598.82		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.2	Parent University	Yes	$60,000.00	60,000.00		
3	3.3	Community and Family Outreach and Support	Yes	$1,604,317.73	1,537,459.31		
3	3.4	Building Capacity for Parent Leaders	Yes	$18,000.00	12,000.00		
3	3.7	Positive School Climate and Culture	Yes	$153,100.00	153,100.00		
3	3.8	Student Showcases and cultural celebrations	Yes	$5,000.00	5,000.00		
3	3.9	Ensuring language access for families- Translation/Interpretation	Yes	$358,442.45	318,642.45		
3	3.10	Visual and Performing Arts Programming	Yes	$3,289,802.42	2,937,941.42		

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$76,674,837	$26,154,704	0	34.111%	$29,643,028.76	0.000%	38.661%	$0.00	0.000%



APPENDIX A

Dasboard Indicator	Student Group	School Name (if applicable)	Goal Number	Action Numbers(s)
Chronic Absenteeism	All Students	A. J. Dorsa Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	A. J. Dorsa Elementary	1,3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	A. J. Dorsa Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	A. J. Dorsa Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	A. J. Dorsa Elementary	1, 3	1.14,3.3,3.5,3.7
English Learner Progress Indicator	English Learners	A. J. Dorsa Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	English Learners	A. J. Dorsa Elementary	1, 3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Socioeconomically Disadvantaged	A. J. Dorsa Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	Hispanic/Latino	A. J. Dorsa Elementary	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Suspension	All Students	A. J. Dorsa Elementary	2, 3	2.2,3.7
Suspension	English Learners	A. J. Dorsa Elementary	2, 3	2.2,3.7
Suspension	Socioeconomically Disadvantaged	A. J. Dorsa Elementary	2, 3	2.2,3.7
Suspension	Hispanic/Latino	A. J. Dorsa Elementary	2, 3	2.2,3.5,3.7
Chronic Absenteeism	All Students	Adelante Dual Language Academy	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	Adelante Dual Language Academy	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Adelante Dual Language Academy	1, 3	1.14,3.3,3.5,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Adelante Dual Language Academy	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Adelante Dual Language Academy II	1, 3	1.14,3.3,3.7
English-Language Arts	All Students	Adelante Dual Language Academy II	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	English Learners	Adelante Dual Language Academy II	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Hispanic/Latino	Adelante Dual Language Academy II	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
English-Language Arts	Socioeconomically Disadvantaged	Adelante Dual Language Academy II	1, 3	1.1,1.3,1.4,1.6,3.7
Chronic Absenteeism	All Students	Aptitud Academy	1, 3	1.14,3.3,3.7

Dasboard Indicator	Student Group	School Name (if applicable)	Goal Number	Action Numbers(s)
Chronic Absenteeism	English Learners	Aptitud Academy	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Aptitud Academy	1, 3	1.14,3.3,3.5,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Aptitud Academy	1, 3	1.14,3.3,3.7
English-Language Arts	Students with Disabilities	Aptitud Academy	1, 3	1.1,1.3,1.4,1.6,1.10,3.7
Suspension	Students with Disabilities	Aptitud Academy	1, 3	1.10,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Ben Painter Elementary	1, 3	1.14,3.3,3.7
English Learner Progress Indicator	English Learners	Ben Painter Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Socioeconomically Disadvantaged	Ben Painter Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	Hispanic/Latino	Ben Painter Elementary	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
English-Language Arts	English Learners	Ben Painter Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
Mathematics	Hispanic/Latino	Ben Painter Elementary	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Chronic Absenteeism	All Students	Cesar Chavez Early Learning	1,3,4	1.14,3.3,3.7,4.1
Chronic Absenteeism	Socioeconomically Disadvantaged	Cesar Chavez Early Learning	1,3,4	1.14,3.3,3.7,4.1
Chronic Absenteeism	Hispanic/Latino	Cesar Chavez Early Learning	1,3,4	1.14,3.3,3.5,3.7,4.1
Chronic Absenteeism	All Students	District Level	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	District Level	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Foster Youth	District Level	1,2,3	1.14, 2.4,3.3,3.7
Chronic Absenteeism	Homeless Youth	District Level	1,2,3	1.14, 2.4,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	District Level	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	District Level	1, 3	1.14,1.10,3.3,3.7
Chronic Absenteeism	African American	District Level	1, 3	1.14,3.3,3.5,3.7
Chronic Absenteeism	Hispanic/Latino	District Level	1, 3	1.14,3.3,3.5,3.7
Chronic Absenteeism	Native Hawaiian or Pacific Islander	District Level	1, 3	1.14,3.3,3.5,3.7
English-Language Arts	English Learners	District Level	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Homeless Youth	District Level	1,2,3	1.1,1.3,1.4,1.6, 2.4,3.7
English-Language Arts	Socioeconomically Disadvantaged	District Level	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	Students with Disabilities	District Level	1, 3	1.1,1.3,1.4,1.6,1.10,3.7
English-Language Arts	Hispanic/Latino	District Level	1, 3	1.1,1.3,1.4,1.6,3.5,3.7

Dasboard Indicator	Student Group	School Name (if applicable)	Goal Number	Action Numbers(s)
Mathematics	English Learners	District Level	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
Mathematics	Homeless Youth	District Level	1,2,3	1.1,1.3,1.4,1.6, 2.4,3.7
Mathematics	Socioeconomically Disadvantaged	District Level	1,3	1.1,1.3,1.4,1.6,3.7
Mathematics	Hispanic/Latino	District Level	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Suspension	African American	District Level	3	3.5,3.7
Chronic Absenteeism	All Students	Donald J. Meyer Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	Donald J. Meyer Elementary	1,3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Donald J. Meyer Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	Donald J. Meyer Elementary	1, 3	1.14,1.10,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Donald J. Meyer Elementary	1, 3	1.14,3.3,3.5,3.7
English-Language Arts	English Learners	Donald J. Meyer Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
Chronic Absenteeism	All Students	Horace Cureton Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	Horace Cureton Elementary	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Horace Cureton Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	Horace Cureton Elementary	1, 3	1.14,1.10,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Horace Cureton Elementary	1, 3	1.14,3.3,3.5,3.7
English-Language Arts	English Learners	Horace Cureton Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
Chronic Absenteeism	All Students	Joseph George	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	Joseph George	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Joseph George	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	Joseph George	1, 3	1.14,1.10,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Joseph George	1, 3	1.14,3.3,3.5,3.7
English-Language Arts	All Students	Joseph George	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	English Learners	Joseph George	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Socioeconomically Disadvantaged	Joseph George	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	Students with Disabilities	Joseph George	1, 3	1.1,1.3,1.4,1.6,1.10,3.7
English-Language Arts	Hispanic/Latino	Joseph George	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Mathematics	All Students	Joseph George	1, 3	1.1,1.3,1.4,1.6,3.7

Dasboard Indicator	Student Group	School Name (if applicable)	Goal Number	Action Numbers(s)
Mathematics	English Learners	Joseph George	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
Mathematics	Socioeconomically Disadvantaged	Joseph George	1, 3	1.1,1.3,1.4,1.6,3.7
Mathematics	Students with Disabilities	Joseph George	1, 3	1.1,1.3,1.4,1.6,1.10,3.7
Mathematics	Hispanic/Latino	Joseph George	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Suspension	All Students	Joseph George	3	3.7
Suspension	English Learners	Joseph George	3	3.7
Suspension	Socioeconomically Disadvantaged	Joseph George	3	3.7
Suspension	Students with Disabilities	Joseph George	1, 3	1.10,3.7
Suspension	Hispanic/Latino	Joseph George	3	3.5,3.7
Chronic Absenteeism	All Students	Learning in an Urban Community with High Achievement (L.U.C.H.A.)	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Learning in an Urban Community with High Achievement (L.U.C.H.A.)	1, 3	1.14,3.3,3.5,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Learning in an Urban Community with High Achievement (L.U.C.H.A.)	1, 3	1.14,3.3,3.7
English-Language Arts	All Students	Learning in an Urban Community with High Achievement (L.U.C.H.A.)	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	English Learners	Learning in an Urban Community with High Achievement (L.U.C.H.A.)	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Socioeconomically Disadvantaged	Learning in an Urban Community with High Achievement (L.U.C.H.A.)	1, 3	1.1,1.3,1.4,1.6,3.7
Chronic Absenteeism	All Students	Linda Vista Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	Linda Vista Elementary	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Linda Vista Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	Linda Vista Elementary	1, 3	1.14,1.10,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Linda Vista Elementary	1, 3	1.14,3.3,3.5,3.7
English-Language Arts	English Learners	Linda Vista Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7

Dasboard Indicator	Student Group	School Name (if applicable)	Goal Number	Action Numbers(s)
Chronic Absenteeism	All Students	Lyndale Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	Lyndale Elementary	1,3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Lyndale Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	Lyndale Elementary	1, 3	1.14,1.10,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Lyndale Elementary	1, 3	1.14,3.3,3.5,3.7
English-Language Arts	All Students	Lyndale Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	Socioeconomically Disadvantaged	Lyndale Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	English Learners	Lyndale Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Hispanic/Latino	Lyndale Elementary	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Mathematics	English Learners	Lyndale Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
Mathematics	Socioeconomically Disadvantaged	Lyndale Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
Mathematics	Hispanic/Latino	Lyndale Elementary	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Chronic Absenteeism	All Students	Millard McCollam Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Millard McCollam Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	Millard McCollam Elementary	1, 3	1.14,1.10,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Millard McCollam Elementary	1, 3	1.14,3.3,3.5,3.7
Chronic Absenteeism	All Students	O. S. Hubbard Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	O. S. Hubbard Elementary	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	O. S. Hubbard Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	O. S. Hubbard Elementary	1, 3	1.14,1.10,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	O. S. Hubbard Elementary	1, 3	1.14,3.3,3.5,3.7
English Learner Progress Indicator	English Learners	O. S. Hubbard Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	All Students	O. S. Hubbard Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	English Learners	O. S. Hubbard Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Socioeconomically Disadvantaged	O. S. Hubbard Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	Students with Disabilities	O. S. Hubbard Elementary	1, 3	1.1,1.3,1.4,1.6,1.10,3.7
English-Language Arts	Hispanic/Latino	O. S. Hubbard Elementary	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Mathematics	All Students	O. S. Hubbard Elementary	1, 3	1.1,1.3,1.4,1.6,3.7

Dasboard Indicator	Student Group	School Name (if applicable)	Goal Number	Action Numbers(s)
Mathematics	English Learners	O. S. Hubbard Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
Mathematics	Socioeconomically Disadvantaged	O. S. Hubbard Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
Mathematics	Hispanic/Latino	O. S. Hubbard Elementary	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Chronic Absenteeism	All Students	Ocala Middle	1, 3	1.1,1.14,3.3,3.7
Chronic Absenteeism	English Learners	Ocala Middle	1,3	1.1,1.14,1.11,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Ocala Middle	1, 3	1.1,1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	Ocala Middle	1, 3	1.1,1.14,1.10,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Ocala Middle	1, 3	1.1,1.14,3.3,3.5,3.7
English Learner Progress Indicator	English Learners	Ocala Middle	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
Mathematics	All Students	Ocala Middle	1, 3	1.1,1.3,1.4,1.6,3.7
Mathematics	Socioeconomically Disadvantaged	Ocala Middle	1, 3	1.1,1.3,1.4,1.6,3.7
Mathematics	Students with Disabilities	Ocala Middle	1, 3	1.1,1.3,1.4,1.6,1.10,3.7
Mathematics	English Learners	Ocala Middle	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
Mathematics	Hispanic/Latino	Ocala Middle	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Chronic Absenteeism	All Students	Renaissance Academy	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	Renaissance Academy	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Renaissance Academy	1, 3	1.14,3.3,3.5,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Renaissance Academy	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	Renaissance Academy	1, 3	1.14,1.10,3.3,3.7
English-Language Arts	English Learners	Renaissance Academy	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Students with Disabilities	Renaissance Academy	1, 3	1.1,1.3,1.4,1.6,1.10,3.7
Chronic Absenteeism	English Learners	Renaissance At Mathson	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Renaissance At Mathson	1, 3	1.14,3.3,3.5,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Renaissance At Mathson	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	Renaissance At Mathson	1, 3	1.14,1.10,3.3,3.7
Chronic Absenteeism	All Students	Renaissance At Mathson	1, 3	1.14,3.3,3.7
English Learner Progress Indicator	English Learners	Renaissance At Mathson	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7

Dasboard Indicator	Student Group	School Name (if applicable)	Goal Number	Action Numbers(s)
English-Language Arts	Students with Disabilities	Renaissance At Mathson	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	All Students	Renaissance At Mathson	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	Hispanic/Latino	Renaissance At Mathson	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
English-Language Arts	English Learners	Renaissance At Mathson	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Socioeconomically Disadvantaged	Renaissance At Mathson	1, 3	1.1,1.3,1.4,1.6,3.7
Mathematics	All Students	Renaissance At Mathson	1, 3	1.1,1.3,1.4,1.6,3.7
Mathematics	English Learners	Renaissance At Mathson	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
Mathematics	Hispanic/Latino	Renaissance At Mathson	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Mathematics	Socioeconomically Disadvantaged	Renaissance At Mathson	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Chronic Absenteeism	All Students	Russo/McEntee Academy	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	Russo/McEntee Academy	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Asian	Russo/McEntee Academy	1, 3	1.14,3.3,3.5,3.7
Chronic Absenteeism	Hispanic/Latino	Russo/McEntee Academy	1, 3	1.14,3.3,3.5,3.7
Chronic Absenteeism	Students with Disabilities	Russo/McEntee Academy	1, 3	1.14,1.10,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Russo/McEntee Academy	1, 3	1.14,3.3,3.7
English-Language Arts	English Learners	Russo/McEntee Academy	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
Chronic Absenteeism	All Students	San Antonio Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	San Antonio Elementary	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	San Antonio Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	San Antonio Elementary	1, 3	1.14,1.10,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	San Antonio Elementary	1, 3	1.14,3.3,3.5,3.7
English-Language Arts	All Students	San Antonio Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	English Learners	San Antonio Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Socioeconomically Disadvantaged	San Antonio Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	Hispanic/Latino	San Antonio Elementary	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Mathematics	All Students	San Antonio Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
Mathematics	English Learners	San Antonio Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7

Dasboard Indicator	Student Group	School Name (if applicable)	Goal Number	Action Numbers(s)
Mathematics	Socioeconomically Disadvantaged	San Antonio Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
Mathematics	Hispanic/Latino	San Antonio Elementary	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Suspension	All Students	San Antonio Elementary	3	3.7
Suspension	English Learners	San Antonio Elementary	3	3.7
Suspension	Socioeconomically Disadvantaged	San Antonio Elementary	3	3.7
Suspension	Students with Disabilities	San Antonio Elementary	1, 3	1.10,3.7
Suspension	Hispanic/Latino	San Antonio Elementary	3	3.5,3.7
Chronic Absenteeism	Students with Disabilities	Sylvia Cassel Elementary	1, 3	1.14,1.10,3.3,3.7
English-Language Arts	All Students	Sylvia Cassel Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	English Learners	Sylvia Cassel Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Socioeconomically Disadvantaged	Sylvia Cassel Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	Hispanic/Latino	Sylvia Cassel Elementary	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Mathematics	English Learners	Sylvia Cassel Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
Mathematics	Hispanic/Latino	Sylvia Cassel Elementary	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Chronic Absenteeism	All Students	Thomas P. Ryan Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	Thomas P. Ryan Elementary	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	Thomas P. Ryan Elementary	1, 3	1.14,3.3,3.7
Chronic Absenteeism	Students with Disabilities	Thomas P. Ryan Elementary	1, 3	1.14,1.10,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	Thomas P. Ryan Elementary	1, 3	1.14,3.3,3.5,3.7
English Learner Progress Indicator	English Learners	Thomas P. Ryan Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	All Students	Thomas P. Ryan Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	English Learners	Thomas P. Ryan Elementary	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Socioeconomically Disadvantaged	Thomas P. Ryan Elementary	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	Hispanic/Latino	Thomas P. Ryan Elementary	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Chronic Absenteeism	All Students	William Sheppard Middle	1, 3	1.14,3.3,3.7
Chronic Absenteeism	English Learners	William Sheppard Middle	1, 3	1.14,1.11,3.3,3.7
Chronic Absenteeism	Hispanic/Latino	William Sheppard Middle	1, 3	1.14,3.3,3.5,3.7
Chronic Absenteeism	Socioeconomically Disadvantaged	William Sheppard Middle	1, 3	1.14,3.3,3.7

Dasboard Indicator	Student Group	School Name (if applicable)	Goal Number	Action Numbers(s)
Chronic Absenteeism	Students with Disabilities	William Sheppard Middle	1, 3	1.14,1.10,3.3,3.7
English Learner Progress Indicator	English Learners	William Sheppard Middle	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	English Learners	William Sheppard Middle	1,2,3	1.1,1.3,1.4,1.6,1.11, 2.3,3.7
English-Language Arts	Hispanic/Latino	William Sheppard Middle	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
English-Language Arts	Socioeconomically Disadvantaged	William Sheppard Middle	1, 3	1.1,1.3,1.4,1.6,3.7
English-Language Arts	Students with Disabilities	William Sheppard Middle	1, 3	1.1,1.3,1.4,1.6,1.10,3.7
Mathematics	All Students	William Sheppard Middle	1, 3	1.1,1.3,1.4,1.6,3.7
Mathematics	Hispanic/Latino	William Sheppard Middle	1, 3	1.1,1.3,1.4,1.6,3.5,3.7
Mathematics	Socioeconomically Disadvantaged	William Sheppard Middle	1, 3	1.1,1.3,1.4,1.6,3.7
Mathematics	Students with Disabilities	William Sheppard Middle	1, 3	1.1,1.3,1.4,1.6,1.10,3.7



2025/2026
LCAP ADDENDUM

Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum Template

School Year
2025

Date of Board Approval
June 26, 2025

LEA Name
Alum Rock Union Elementary School District

CDS Code:
43693690000000

Link to the LCAP:
(optional)

For which ESSA programs apply to your LEA?

Choose From:

TITLE I, PART A
Improving Basic Programs Operated by State and Local Educational Agencies

TITLE II, PART A
Supporting Effective Instruction

TITLE III, PART A
Language Instruction for English Learners and Immigrant Students

TITLE IV, PART A
Student Support and Academic Enrichment Grants

*(**note:** This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)*

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources**; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

This template is designed to be used by LEAs who already have completed their LCAP Federal Addendum and received approval from CDE. This template will support LEAs with the review of their LCAP Federal Addendum and revision.

The review and revision of the LCAP Federal Addendum do not need to be submitted to CDE for approval. However, an LEA should have their local Board approve any revisions.

Even if the LEA plans to transfer all of its title funds, it must still address all of the provisions of the title from which it is transferring its funds. The LEA must first meet the application requirements of those funds before it can elect to transfer those funds to another title.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Alum Rock Union School District strategically uses federal funds to supplement and strengthen the priorities and initiatives outlined in the Local Control and Accountability Plan (LCAP). These funds are targeted to support students who require additional assistance beyond the core services provided through state funding. Federal resources are directed toward narrowing achievement gaps for our most underserved populations—including students from low-income households, English learners, students experiencing homelessness, those impacted by trauma, and students at risk of academic failure. The allocation of funds is driven by a comprehensive needs assessment that examines multiple data sources, including academic achievement, attendance, suspension rates, and feedback from students, families, and staff. This approach ensures that federal dollars are aligned with the district's broader strategy and focused on providing supplemental programs, services, and professional development to improve outcomes for historically marginalized student groups.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

Alum Rock Union School District integrates the use of federal funds into a cohesive strategy aligned with state and local investments. State and local investments, such as LCFF base, supplemental, and concentration grants, as well as locally prioritized LCAP actions, provide the foundational services and supports for all students. Through the annual LCAP development process, district staff engage educational partners in reviewing student outcome data, progress toward measurable goals, and results from a comprehensive needs assessment. These inputs inform districtwide priorities and guide resource allocation across funding sources. Federal funds are used to supplement—not supplant—state and local efforts, enabling the district to provide targeted supports that address learning gaps for disadvantaged students and English learners. Cross-program coordination ensures that federal resources from Title I, Title II, Title III, and other grants are aligned to support professional development, academic interventions, social-emotional learning, and 21st century skill development. This strategic layering of funds allows the district to maximize impact, avoid duplication, and build educator capacity to meet the diverse needs of students.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP, it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 *(as applicable)*

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

(A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
(B) identifying students who may be at risk for academic failure;
(C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
(D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 *(as applicable)*

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 *(as applicable)*

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

(A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
(B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 *(as applicable)*

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 *(as applicable)*

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs, the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed** unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP** development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2) – *Not Applicable to Charters and Single School Districts.*

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

NOTE: In this section, LEAs must identify and address disparities. Tools on the CDEs website (https://www.cde.ca.gov/pd/ee/peat.asp) can help with this process. LEAs are required to specifically address the following at comparable sites:

1. What # and % of teachers at sites are inexperienced, misassigned, or out-of-field in relation to:
    a. Number of low-income students
    b. Number of minority students
2. Does the LEA have an educator equity gap –
    a. If yes, must create a plan which must include root cause analysis of the disparity
    b. A plan must be created with meaningful educational partner engagement.

Educator Equity Data Tables available here.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alum Rock Union School District is committed to ensuring that all students have equitable access to experienced, effective, and fully credentialed teachers. With 100% of our schools operating as Title I Schoolwide Programs—and a student population that is 78.6% socioeconomically disadvantaged and 98.5% students of color—staffing equity remains a central priority in our districtwide efforts to close opportunity gaps.

Each year, the Human Resources Department conducts a credentialing review to verify that all teachers are appropriately assigned and authorized for their instructional placements. According to the latest data from the California Department of Education, Alum Rock does not show any disproportionate assignment of ineffective, inexperienced, or out-of-field teachers to schools serving low-income or minority students.

As part of the Title I Comparability Report through the Consolidated Application Reporting System (CARS), we also monitor and validate that student-to-teacher ratios are consistent across all school sites.

Staffing decisions are made through a collaborative process involving Human Resources, Student Services, and Academic Services, who meet annually with site principals to review projected needs, current vacancies, and opportunities to strengthen instructional teams. These discussions ensure thoughtful staff placements that consider credential type, teaching experience, and language proficiency in relation to each school's unique context.

For educators serving under intern credentials, emergency permits, or waivers, the district provides layered support. Site administrators offer regular coaching, while the Academic Services Department assigns experienced mentor teachers who meet consistently with new or developing educators to provide instructional guidance, support with data analysis,

and collaborative planning. These teachers also participate in site-based professional learning communities to strengthen their practice and build peer connections.

Should future data reveal any disparities in access to effective teaching, the district is prepared to take responsive action through targeted professional development, mentorship, and resource allocation to ensure instructional quality remains equitable for all students.

On November 6, 2019, the SBE approved updated definitions for "ineffective" and "out-of-field" teachers to be included in the amended California ESSA Consolidated State Plan.

Term	Definition
Ineffective teacher	An ineffective teacher is any of the following: • An individual whose assignment is legally authorized by an emergency permit that does not require possession of a full teaching license; or • A teacher who holds a teaching credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area (misassigned) • An individual who holds no credential, permit, or authorization to teach in California. Under this definition, teachers with the following limited emergency permits would be considered ineffective: • **Provisional Internship Permits,** • **Short-Term Staff Permits** • **Variable Term Waivers** **Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record**
Out-of-field teacher	A credentialed out-of-field teacher is: A credentialed teacher who has not yet demonstrated subject matter competence in the subject area(s) or for the student population to which he or she is assigned. Under this definition, the following limited permits will be considered out of the field: • General Education Limited Assignment Permit (GELAP) • Special Education Limited Assignment Permit (SELAP) • **Short-Term Waivers** • **Emergency English Learner or Bilingual Authorization Permits** **Local Assignment Options** (except for those made pursuant to the *California Code of Regulations*, Title 5, Section 80005[b])
Inexperienced Teacher	A teacher who has two or fewer years of teaching experience.
Minority Student	A student who is American Indian/Alaska Native, Asian, African American, Filipino, Native Hawaiian/Pacific Islander, Hispanic, or Two or More Races Not Hispanic.
Low-Income Student	A student who is eligible to receive Free or Reduced-Price Meals

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

Alum Rock Union School District is committed to fostering strong partnerships with families and educational partners that support student learning and well-being. Effective family engagement is embedded in our district's culture and strategic planning, with multiple access points for parents to receive information, provide input, and participate in school and district decision-making.

To support meaningful engagement, families are regularly invited to participate in site-based advisory groups such as School Site Council (SSC) and English Learner Advisory Committee (ELAC), as well as district-level committees including the District Advisory Committee (DAC), District English Learner Advisory Committee (DELAC), and Superintendent's Parent Advisory Committee (SPARC). These groups play a critical role in reviewing, providing input on, and approving key documents such as the School Plan for Student Achievement (SPSA), Local Control and Accountability Plan (LCAP), and Title I Parent and Family Engagement Policies.

Each year, all Title I schools update and share their School-Level Family Engagement Policy in consultation with SSC and parent advisory groups. Once finalized, these policies are distributed to families and shared during Principal's Coffees, Mini Parent Universities, Family Nights, and Leadership Team meetings. During these sessions, site administrators also present information about Title I requirements and the academic programs and supports available, ensuring that families are informed partners in the educational process.

Title I parent engagement goals are intentionally aligned with the district's LCAP goals, allowing school sites to strategically allocate funding based on the identified needs and priorities of their school communities. This alignment supports coherent planning and strengthens site-level capacity to build family partnerships that are responsive and impactful.

For schools identified for Comprehensive Support and Improvement (CSI) or Additional Targeted Support and Improvement (ATSI), parent involvement is a required and essential part of the improvement process. Each CSI/ATSI school forms a site-based improvement team that includes parent representatives, and these teams collaborate with district leaders to plan, monitor, and implement their improvement plans. The LEA provides guidance and professional development to support these teams and ensures that updates about CSI/ATSI efforts are shared during district-level advisory meetings and posted on the district website. Annual updates are also presented to the governing board to maintain transparency and accountability.

The district also prioritizes capacity-building for families through a range of parent education workshops and training opportunities. These include sessions focused on technology use, social-emotional learning, literacy strategies, and English as a Second Language. Increasingly, these trainings are offered in conjunction with extended learning programs so that families and students can participate together in a coordinated, supportive environment.

To ensure access and inclusivity, Alum Rock provides robust translation and interpretation services across meetings, communications, and events, including support in the district's most requested languages such as Spanish and Vietnamese. Additionally, school community liaisons play a vital role in bridging home and school by conducting outreach, providing direct support, and connecting families to critical community-based resources.

Through these strategies, Alum Rock continues to strengthen family-school partnerships and elevate parent voice in support of improved student outcomes.

To meet this requirement, LEAs must provide a description of the following:

ESSA Section 1112(b)(3): how the LEA will carry out its responsibilities under paragraphs (1) and (2) of Section 1111(d);

1. How the LEA will involve parents and family members at identified schools in jointly developing Comprehensive Support and Improvement plans
2. How the LEA will involve parents and family members in identified schools in jointly developing the Targeted Support and Improvement plans
3. In the absence of the identification of any schools for Comprehensive Support and Improvement (CSI) or any schools for Targeted Assistance and Intervention (TSI), the LEA may write N/A. This provision will not be reviewed.

ESSA Section 1112(b)(7): the strategy the LEA will use to implement effective parent and family engagement under Section 1116; shall include how the LEA and its schools will build capacity for parent and family engagement by:

1. Describe the LEA parent and family engagement policy, and how it was developed jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy (ESSA Section 1116(a)).
2. Describe how the LEA will provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children; (ESSA Section 1116(e)(1))
3. Describe how the LEA will provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement; (ESSA Section 1116(e)(2))
4. Describe how the LEA will educate teachers, specialized instructional support personnel, principals, other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (ESSA Section 1116(e)(3))
5. Describe how the LEA will to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (ESSA Section 1116(e)(4))
6. Describe how the LEA will ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand (ESSA Section 1116(e)(5))
7. Describe how the LEA will provide such other reasonable support for parental involvement activities as parents may request (ESSA Section 1116(e)(14).
8. Describe how the LEA will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language, such parents understand (ESSA Section 1116(f)).

Also, include how the LEA will align parent involvement required in Section 1116 with the LCAP educational partner engagement process.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Comprehensive Support and Improvement (CSI) and Targeted Support and Improvement (TSI) Planning
Alum Rock Union School District actively involves parents and family members as partners in the planning, implementation, and monitoring of improvement efforts for schools identified for Comprehensive Support and Improvement (CSI) or Additional Targeted Support and Improvement (ATSI). Parents are engaged from the outset in the needs assessment process through school-level focus groups, School Site Council (SSC), and English Learner Advisory Committees (ELAC). Once needs are identified, parent representatives are included in site-based CSI/ATSI teams and contribute to the development of each school's improvement plan. The district provides training and guidance to site leaders on how to meaningfully engage parents in the CSI/ATSI planning process and requires that improvement plans be reviewed and approved by the SSC, including designated parent members. Information about CSI/ATSI goals, actions, and progress is also presented at District English Learner Advisory Committee (DELAC) and District Advisory Committee (DAC) meetings, and shared with the Board of Trustees and broader public through updates on the district website and public board presentations.

Parent and Family Engagement Strategy under Section 1116
Alum Rock Union School District believes that strong family-school partnerships are essential to student success. Our written District Parent and Family Engagement Policy is jointly developed and agreed upon each year in collaboration with educational partners, including the District Advisory Committee (DAC), site-based parent leadership groups, and district department leaders. The policy affirms the value of parents as equal partners in education and outlines how the district will support capacity-building, equitable access, and two-way communication. Once finalized, the policy is distributed annually to all families in English, Spanish, and Vietnamese—the district's three primary languages. The District's Parent and Family Engagement Policy is aligned with LCAP Goal 3, which focuses on fostering a safe, inclusive, and engaging school climate through increased family and community involvement. As part of the annual LCAP development process, families participate in engagement sessions—both in person and virtually—where they share insights about school climate, access to services, and priorities for student success. Their input informs not only the LCAP but also refinements to the district's family engagement strategies, Title I expenditures, and support structures for schools.

Building Capacity of Families to Support Student Success

Alum Rock Union School District is deeply committed to equipping families with the knowledge and tools they need to actively support their children's academic and social-emotional growth. To build this capacity, the district offers a wide range of workshops, trainings, and resources designed to empower parents as partners in learning. These opportunities help families better understand California State Standards and assessments, track student progress through online parent portals and data reports, and support learning at home with effective literacy and math strategies. A strong emphasis is placed on helping families navigate the English Language Development (ELD) system, including the ELPAC assessment and the reclassification process. Parents are also introduced to web-based applications and digital platforms that enhance learning and support language acquisition, along with strategies for supporting English Learners, students with disabilities, and those affected by trauma. One of the district's cornerstone initiatives is Parent University, a multi-session program held throughout the year that offers in-depth guidance on topics such as social-emotional learning, special education navigation, responsible technology use, and family health and wellness. As part of these digital literacy offerings, the district also includes education on responsible internet use and the harms of copyright piracy to support safe and ethical digital engagement. In addition to centralized sessions, the district hosts site-based classes focused on parenting approaches, digital literacy, and behavioral support. Recognizing the value of shared learning experiences, the district increasingly integrates family trainings into student extended learning programs. This approach not only reinforces academic and behavioral strategies at home but also fosters stronger connections between families, schools, and the broader learning community.

Supporting Parents of English Learners and Migrant Students
Given the high percentage of English Learners in Alum Rock, with notable concentrations in grades TK–3 and among students with disabilities, the district prioritizes targeted outreach and support for these families. An EL Liaison group meets monthly and includes site administrators, teachers, and parents to discuss implementation of the ELD Roadmap, instructional strategies, and engagement practices. Site and district-level ELAC and DELAC meetings are also held regularly to consult with parents on EL programs, supports, and goals. For families of migratory students, the district offers tailored services, including tutoring, counseling, and parent meetings. These programs are designed to address the academic, social-emotional, and transitional needs unique to migratory families and support student success.

Staff Development in Family Engagement
Alum Rock Union School District recognizes that strong family-school partnerships begin with empowered and well-prepared educators. To that end, the district provides ongoing professional development for teachers, administrators, and support staff focused on the essential role of family engagement in student success. These trainings emphasize the importance of creating welcoming and inclusive environments where all families—regardless of background—feel valued as partners in their child's education. Staff are equipped with strategies for communicating with empathy and cultural responsiveness, ensuring that interactions with families build trust and mutual understanding. Training also includes guidance on facilitating effective parent conferences and Individualized Education Program (IEP) meetings that promote shared decision-making. In addition, school teams are supported in designing inclusive events and engagement opportunities that reflect the strengths and needs of their school communities, further reinforcing strong connections between home and school. To the extent feasible and appropriate, the district also coordinates family engagement efforts with public preschool programs and early childhood education providers to ensure smooth transitions for students entering transitional kindergarten and kindergarten. These efforts include outreach to preschool families, joint planning of orientation events, and alignment of early learning resources to foster parent involvement from the earliest stages of a child's educational journey.

Access, Communication, and Equity
All communications and materials related to parent meetings, school events, and engagement activities are translated into the home languages of families whenever practicable. Interpretation services are consistently provided at IEP meetings, school site council meetings, parent workshops, and advisory committee sessions. Outreach includes bilingual phone calls, flyers, emails, and the use of school community liaisons who serve as vital links between schools and families, particularly for those facing language, mobility, or digital access barriers. The district also ensures accessibility for parents with disabilities by offering alternative formats, providing physical access to facilities, and using assistive technologies where needed.

Responsive Support for Parent Requests
The district is responsive to requests from families for additional workshops, resources, or services. Principals and district departments regularly collect and review feedback from parents—via surveys, focus groups, and informal input—to inform the expansion or adaptation of family engagement opportunities. These insights are also used to inform LCAP annual updates and determine professional learning topics for staff.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

All schools within Alum Rock Union School District operate as Title I Schoolwide Programs under Section 1114 of ESSA. This designation allows each school to implement a comprehensive, research-based plan that supports the academic success of all students while prioritizing those most at risk due to poverty, language barriers, disability status, or unstable living conditions. The Schoolwide Program model promotes an integrated approach that includes strengthening core instruction, providing targeted interventions, and addressing barriers to learning through social-emotional and family engagement supports.

To ensure the effective implementation of Schoolwide Programs, site administrators receive annual training on all components of Title I, including program requirements, allowable expenditures, stakeholder engagement, and compliance expectations. These trainings, led by the State and Federal Programs Department, are designed to build site-level capacity in the development, monitoring, and evaluation of each school's School Plan for Student Achievement (SPSA). Principals are supported in aligning their SPSA goals with the district's LCAP priorities, which include:

* Goal 1: Academic achievement and access to high-quality instruction
* Goal 2: Multi-tiered systems of academic, behavioral, and social-emotional support
* Goal 3: Safe, inclusive, and engaging learning environments with strong family and community partnerships

Through this process, administrators are provided with detailed guidance on how to use Title I funds strategically and compliantly to implement evidence-based actions that expand learning opportunities, support student subgroups with the greatest needs, and strengthen family and community engagement. Emphasis is placed on ensuring that all funded services are data-driven, responsive to local student needs, and aligned with both the SPSA and districtwide LCAP goals. These priorities are also informed by performance indicators from the California School Dashboard and the district's continuous improvement process. Ongoing support is provided by the State and Federal Programs Department, including technical assistance, resource development, and collaborative planning to ensure implementation fidelity and program effectiveness.

Each site's School Site Council (SSC)—composed of elected parents, staff, and the principal—receives annual training on its roles and responsibilities under Title I. These trainings emphasize the importance of shared decision-making, fiscal oversight, and program evaluation. During the SPSA process, SSC members review multiple data sources—including CAASPP results, i-Ready assessments, Panorama survey feedback, and local attendance and chronic absenteeism trends—to inform budget decisions and monitor the impact of services.

While Alum Rock Union School District does not currently have any schools identified for Comprehensive Support and Improvement (CSI), several schools have been identified for Targeted Support and Improvement (TSI) and Additional Targeted Support and Improvement (ATSI) under Section 1115 of ESSA. These schools receive targeted assistance focused on improving outcomes for specific student groups that are not meeting state performance expectations. In alignment with their SPSAs, these schools implement evidence-based strategies such as small-group instruction, structured intervention blocks, progress monitoring, and tiered behavioral and social-emotional supports. Identified student groups—including English Learners, students with disabilities, foster youth, and chronically absent students—are prioritized in these efforts. The State and Federal Programs Department provides training, coaching, and technical assistance to ensure that targeted actions are implemented with fidelity and aligned with the district's LCAP goals and continuous improvement requirements.

In accordance with Section 1112(b)(9), Alum Rock Union School District also provides educational services to students who are neglected or delinquent and may be enrolled in local institutions or community day school programs. The district coordinates with the Santa Clara County Office of Education and local agencies to ensure these students receive equitable access to academic instruction, special education services, counseling, and transitional support. When appropriate, the district collaborates on re-entry planning and ensures continued access to services for students returning to district schools from alternative settings.

Through the effective implementation of Title I Schoolwide Programs, targeted support for TSI and ATSI schools, and coordinated services for students in alternative and institutional settings, Alum Rock remains committed to improving academic outcomes, promoting equity, and ensuring that all students—regardless of background—have access to the support they need to succeed.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alum Rock Union School District is committed to ensuring that all students, including those experiencing homelessness, have equitable access to a stable and supportive educational experience. In coordination with the McKinney-Vento Homeless Assistance Act, the district provides a comprehensive system of supports aimed at removing barriers to enrollment, attendance, and academic success for homeless children and youth.

The district reserves a portion of its Title I, Part A funds specifically to support the needs of homeless students. These funds are used to provide essential items and services that help ensure full participation in school, including:

* School uniforms, backpacks, shoes, and grade-level supplies
* Transportation assistance to support consistent attendance
* Access to tutoring and academic intervention services
* Priority enrollment in after-school and summer learning programs
* Support for technology access, when needed, to participate in digital learning

The district's Homeless Education Liaison, in collaboration with site staff, works closely with families to identify students experiencing housing instability and connect them with available resources both within the district and in the broader community. This includes referrals to food and housing assistance, health services, mental health supports, and community-based organizations.

School counselors and interns conduct regular wellness check-ins with students identified as homeless to monitor progress, provide emotional support, and intervene early when challenges arise. In addition, training is provided to school site staff to ensure compliance with McKinney-Vento requirements and to build awareness around identifying and supporting homeless students with compassion and confidentiality.

Through these coordinated efforts, Alum Rock ensures that homeless students are able to remain enrolled in school, attend regularly, and receive the supports necessary to succeed academically and socially—despite the instability they may be experiencing outside of school.

Student Transitions

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Alum Rock Union School District recognizes the importance of providing intentional and coordinated transition supports to ensure young learners and their families are set up for success as they enter the school system. The district works to

align services under Title I with its early childhood education efforts to facilitate smooth transitions from preschool to transitional kindergarten (TK) and kindergarten.

To support children with limited or no prior preschool experience, the district offers a Bridge to TK/Kindergarten Summer Program. This program focuses on easing the transition into school by introducing students to foundational academic and social-emotional routines in a structured, age-appropriate environment. The program also includes targeted support for families, such as parent workshops on school readiness, home-to-school partnerships, and early literacy strategies.

At the site level, elementary schools host TK and Kindergarten orientation events before the start of the school year. These events provide families with an overview of the curriculum, classroom expectations, and strategies for supporting their child's learning and well-being at home. Parents are also introduced to school staff and receive information on school schedules, communication tools, and available supports.

In classrooms, the district uses classroom-based paraeducator support in early grades to ensure smaller student-to-adult ratios during the early weeks of school. This allows teachers to build strong relationships with students and provide individualized support as needed during this critical transition period.

The district collaborates with early learning providers and public preschool programs, where applicable, to share student data, coordinate outreach, and align instructional expectations. These partnerships ensure a more cohesive experience for children moving from early learning settings into the K–12 system.

Through these coordinated transition supports, Alum Rock Union School District ensures that young learners—and their families—feel welcomed, prepared, and supported as they begin their formal educational journey.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

(A) through coordination with institutions of higher education, employers, and other local partners; and

(B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alum Rock Union School District is committed to ensuring that students experience smooth and successful transitions at key educational milestones, particularly from elementary to middle school, middle to high school, and ultimately from high school to postsecondary education or career pathways. The district implements a variety of strategies to support students academically, socially, and emotionally during these critical transitions, with a focus on equitable access to information, opportunity, and support services.

To support the transition from elementary to middle school, all middle schools host orientation sessions for both students and families to introduce them to school expectations, routines, and available supports. Incoming sixth graders are recruited to participate in summer bridge programs that provide academic preview activities and help students build relationships with staff and peers before the school year begins. Middle school counselors collaborate with elementary site counselors to identify and plan supports for students with specific needs, including students with disabilities, foster youth, homeless students, and students experiencing trauma. Master schedules are designed strategically to ensure appropriate academic placement and access to intervention services.

For students transitioning from middle school to high school, the district collaborates with local high school districts to offer presentations and outreach events that expose students and families to high school program options, including specialized academies, elective pathways, and graduation requirements. Middle school counselors coordinate with high school counseling teams to share information and provide focused transition support for high-need student groups. For students with IEPs, special education teams conduct intake meetings with receiving high schools to ensure a smooth handoff of services and accommodations.

Alum Rock also works to prepare students for college and career readiness through a range of supports and partnerships. Students have access to career counseling, A–G presentation workshops, and college awareness events throughout the year. The Student Services Department regularly provides sessions on A–G requirements during Parent University events and family workshops to ensure that parents are equipped to support their child's long-term educational goals.

The district provides targeted academic support to ensure students are prepared for high school success and college eligibility. Long-Term English Learners are offered a zero-period ELD class to support their reclassification before entering high school, helping to ensure access to core academic coursework, including A–G pathways. Additionally, students benefit from math tutoring and academic support services through the Eastside Promise and GEAR UP programs, which provide structured tutoring, mentoring, and college readiness resources in partnership with local high schools and higher education institutions.

To expand postsecondary exposure, Alum Rock students participate in college campus visits, career exploration days, and conferences such as ALAS (Accelerating Latino/a Achievement and Success), which are designed to motivate and inform students, particularly those who may be first in their family to pursue higher education. These efforts are supported by partnerships with community-based organizations, institutions of higher education, and regional employers to strengthen career exploration and postsecondary transitions.

Through these coordinated supports and intentional partnerships, Alum Rock Union School District ensures that students are not only prepared for the next academic level but also equipped with the knowledge, confidence, and opportunities needed to pursue college, career, and beyond.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

(A) assist schools in identifying and serving gifted and talented students; and
(B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alum Rock Union School District allocates Title I funds to a variety of supplemental components that support the district's overarching mission of improving school and student achievement. These funds are used to strengthen and expand services that go beyond the core program, ensuring students—particularly those most at risk—receive the support they need to succeed academically, socially, and emotionally. Title I resources are budgeted to fund professional development activities for teachers and administrators, school-year and summer intervention programs, enrichment activities, and social-emotional learning supports delivered through counselors and wellness staff.

In addition, Title I funds support parenting classes, targeted assistance for foster youth and students experiencing homelessness, and supplemental technology initiatives that enhance access to digital learning tools and platforms. Both direct and indirect services are included, as well as salary differentials for instructional and administrative personnel whose work is aligned with Title I program goals. Schools receive guidance on how to strategically use these funds to implement services aligned with their School Plans for Student Achievement.

To support student engagement and creativity, many schools use Title I resources to provide enrichment programs, including expanded opportunities in the visual and performing arts (VAPA). These programs offer students access to music, art, dance, and theater instruction—experiences that help build confidence, foster collaboration, and deepen their connection to school. While the district does not operate a formal gifted and talented program using Title I funds, schools are encouraged to identify students demonstrating advanced academic potential through classroom performance, local assessments, and teacher input. Title I funds may be used to support these students through differentiated instruction, enrichment opportunities, and project-based learning designed to challenge and engage high-achieving learners.

To further support academic achievement and digital readiness, Title I funds may also be used to develop or enhance school library programs. Schools are working to expand their collections and integrate technology that builds digital literacy and research skills. These enhancements not only foster student engagement but also strengthen academic achievement by equipping students with the tools needed to navigate and evaluate digital information—essential skills for success in college, career, and beyond.

Through these coordinated investments, Alum Rock Union School District ensures that Title I funding is used strategically to advance educational equity, support the whole child, and provide high-quality learning experiences across all school sites.

TITLE I, PART D

Description of Program
ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

Formal Agreements
ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the
(A) LEA; and
(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Comparable Education Program
ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Successful Transitions
ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Educational Needs
ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children

and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Social, Health, and Other Services
ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Postsecondary and Workforce Partnerships
ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Parent and Family Involvement
ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Program Coordination
ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Probation Officer Coordination
ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Individualized Education Program Awareness
ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alternative Placements
ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please provide a description of the LEA's systems of professional growth and improvement for teachers, principals, and other school leaders.
2. Please address principals, teachers, and other school leaders separately.
3. Please explain how the systems promote professional growth and ensure improvement, including how the LEA measures growth and improvement
4. Please describe how the systems support principals, teachers, and other school leaders from the beginning of their careers, throughout their careers, and through advancement opportunities
5. Please describe how the LEA evaluates its systems of professional growth and improvement and makes adjustments to ensure continuous improvement within these systems.

Alum Rock Union School District (ARUSD) implements a comprehensive, career-spanning system of professional growth and improvement for teachers, principals, and other school leaders. These systems are tailored to build capacity, promote reflective practice, and ensure instructional and leadership coherence across all levels in alignment with districtwide goals.

For teachers, ARUSD offers a wide array of professional learning opportunities that reflect both districtwide initiatives and site-specific goals. District-sponsored professional development days are anchored in key focus areas such as the implementation of Universal Course Expectations (UCE), Project-Based Learning, guided reading strategies, and the integration of instructional technology. At the site level, teachers participate in Professional Learning Communities (PLCs) that emphasize standards-aligned instruction, student engagement, formative assessment, and differentiated practices. New teachers are supported through a formal induction program led by trained mentors, while those who do not qualify for induction are paired with site-based mentors who provide instructional guidance and classroom management support. To cultivate leadership from within, ARUSD encourages teacher involvement in UCE development teams, curriculum committees, and site-based facilitation of professional learning.

Principals are supported through a structured and collaborative system grounded in inquiry and continuous improvement. Monthly Instructional Leadership PLCs provide ongoing development in areas such as school improvement planning, data-driven decision-making, educational equity, and the implementation of strategic initiatives, including UCE and Multi-Tiered System of Supports (MTSS). New site leaders receive individualized coaching and mentorship, while all principals engage in an annual evaluation process that includes feedback from district leadership. Additionally, biannual leadership retreats bring principals together with their instructional leadership teams to build capacity and plan for implementation. Participation in external leadership institutes further supports professional growth through exposure to best practices and national networks.

For other school leaders, such as assistant principals, coordinators, and teachers on special assignment (TOSAs), ARUSD provides ongoing professional learning tailored to their roles. Assistant principals participate in monthly learning communities focused on behavior intervention strategies, instructional leadership, and calibrated classroom walkthroughs. District coordinators collaborate across departments in regular meetings to ensure coherence in implementing district initiatives like UCE and to support differentiated assistance efforts. Furthermore, the district actively cultivates its leadership pipeline by offering aspiring administrators opportunities for development and supporting their progression toward administrative credentials and leadership roles.

Together, these systems of professional growth are designed to support educators throughout their careers, enhance instructional and leadership capacity, and foster a culture of continuous improvement across the district. The Universal Course Expectations (UCE) initiative serves as a unifying anchor across these systems, promoting instructional alignment, clarity of expectations, and equity in student access to rigorous content.

ARUSD's professional learning systems are intentionally designed to promote educator growth and ensure improvement is both measurable and meaningful. Professional learning is responsive to staff feedback and grounded in evidence of impact. To monitor effectiveness and guide future planning, the district uses multiple measures, including pre- and post-surveys for all professional development sessions, feedback from site leadership teams, classroom walkthrough data, and analysis of student outcome metrics such as SBAC scores, California School Dashboard indicators, and local diagnostic assessments. These data points help determine the relevance and utility of training, inform necessary adjustments, and ensure that offerings remain focused on improving instruction and student learning.

Professional development supports educators at every stage of their careers. New teachers engage in a structured induction program, while site-based mentors provide additional support to those not eligible for induction. As teachers advance, they are encouraged to participate in leadership roles within their PLCs, serve on curriculum committees, and co-lead district initiatives such as the UCE rollout. Similarly, school leaders—whether new or experienced—receive differentiated support, from one-on-one coaching and mentorship for new principals, to monthly learning communities and external leadership institutes for experienced administrators. These career-spanning opportunities help cultivate a strong internal pipeline, allowing educators to grow within the organization while expanding their professional reach and impact.

To ensure the continuous improvement of these systems, ARUSD conducts an annual professional development needs assessment that informs both district and site-level planning. Feedback gathered through LCAP-aligned local indicator reporting (Priority 2) and educator surveys is used to refine PD content, delivery models, and alignment with California content standards. Action research cycles, inquiry-based leadership planning, and strategic planning retreats allow for real-time evaluation and iterative adjustments. This continuous improvement cycle ensures that ARUSD's professional learning systems remain dynamic, responsive, and grounded in the shared goal of improved teaching and learning for all students.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

Address these questions:

1. Please describe the LEA's process for determining Title II, Part A funding among the schools it serves.
2. Please describe how the LEA determines funding that prioritizes CSI and TSI schools and schools serving the highest percentage of children counted under Section 1124(c).
3. Please describe how CSI and TSI schools and schools that have the highest percentage of children counted under Section 1124(c) that the LEA serves receive priority in Title II, Part A funding decisions compared to other schools the LEA serves.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alum Rock Union School District (ARUSD) uses a data-informed and equity-driven process to determine Title II, Part A funding allocations across schools. The district prioritizes schools identified for Comprehensive Support and Improvement (CSI), Additional Targeted Support and Improvement (ATSI), and Targeted Support and Improvement (TSI), as well as those serving the highest percentages of socioeconomically disadvantaged students, English learners, foster youth, and students experiencing homelessness.

Each year, the district conducts a comprehensive needs analysis using multiple data sources, including the California School Dashboard, student subgroup performance trends, school climate and engagement data from the Panorama Survey, and feedback from parent and staff engagement sessions. These data points are used to identify key areas of need at the site level—particularly around instructional quality, school climate, chronic absenteeism, and the needs of historically underserved student populations. Schools identified as CSI, ATSI, and TSI receive additional consideration based on their performance indicators and alignment with the district's Differentiated Assistance efforts. Funding decisions for professional learning are made with this data in mind, ensuring that the schools facing the most significant performance challenges receive the greatest support.

The district's Title II, Part A investments focus on improving student achievement and equitable access to high-quality instruction by building educator capacity where it is most needed. As part of this process, the district's Curriculum Council—comprising site leaders, teachers, and academic services staff—reviews student outcome data and feedback from family and staff engagement activities to co-design professional development plans. This collaborative approach ensures that schools identified for CSI, ATSI, and TSI are prioritized not only in terms of funding but also in terms of leadership development, on-site coaching, and access to high-impact training opportunities tailored to their specific contexts.

In addition, schools with the highest concentrations of unduplicated students are prioritized for site-specific professional development supports aligned to their unique needs. This includes training on Universal Course Expectations (UCE), equity-based instructional strategies, restorative approaches to discipline, and culturally and linguistically responsive pedagogy. These targeted investments reflect the district's broader equity commitment to dismantling systemic barriers and accelerating achievement for historically underserved students.

Throughout the year, the district monitors participation in professional development sessions and evaluates their impact through surveys, classroom walkthrough data, and changes in school-level performance. This feedback informs future Title II investments, ensuring that the schools with the greatest needs—particularly those identified as CSI, ATSI, and TSI, and those serving the highest percentages of high-needs students—remain prioritized above other sites for high-quality, evidence-based professional learning experiences.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please explain how the LEA coordinates its Title II, Part A activities with other related strategies, programs, and activities.
2. Please describe how the LEA uses data to continually update and improve activities supported under Title II, Part A.
3. Please describe how the LEA uses ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under Title II, Part A.
4. Please describe the sources of data the LEA monitors to evaluate Title II, Part A activities and how often it analyzes this data.
5. Please describe the ways in which the LEA meaningfully consults with the following educational partners to update and improve Title II, Part A-funded activities:
    a. Teachers
    b. Principals and other school leaders
    c. Paraprofessionals (including organizations representing such individuals)
    d. Specialized instructional support personnel
    e. Charter school leaders (in a local educational agency that has charter schools)
    f. Parents
    g. Community partners
    h. Organizations or partners with relevant and demonstrated expertise in programs and activities
6. Please explain how often the LEA meaningfully consults with these educational partners.

Alum Rock Union School District (ARUSD) uses a continuous improvement model grounded in data analysis, educational partner engagement, and alignment with broader district initiatives to evaluate and refine Title II, Part A-funded activities. These efforts are coordinated across departments and designed to meet the needs of schools and students, especially those historically underserved.

ARUSD aligns Title II, Part A activities with other district strategies, including actions outlined in the School Plans for Student Achievement (SPSAs), Differentiated Assistance efforts, and strategic priorities such as the implementation of Universal Course Expectations (UCE), Multi-Tiered System of Supports (MTSS), and equity-based leadership development. Professional learning opportunities funded by Title II are integrated with broader capacity-building initiatives and planned collaboratively to avoid duplication and maximize impact.

Data plays a central role in updating and improving Title II-funded activities. At both the site and district level, the district uses the California School Dashboard, SBAC results, English Learner Progress Indicators (ELPI), local formative and diagnostic assessments, Panorama climate and engagement surveys, and staff participation data to assess the effectiveness of professional development efforts. Each CSI and ATSI school conducts an annual needs assessment using this data to identify root causes and determine targeted focus areas. These findings are used to shape each school's SPSA and inform site-specific professional learning plans that are aligned with district priorities.

The district also uses a cycle of inquiry to evaluate Title II, Part A implementation. This includes the use of Plan-Do-Study-Act (PDSA) cycles in principal and site leader professional development to test changes, monitor results, and scale successful practices. Feedback from post-training surveys, instructional walkthrough data, and educator self-assessments are reviewed throughout the year to determine what adjustments are needed. Districtwide needs are reassessed annually to inform the allocation of Title II resources for the following year.

Alum Rock Union School District (ARUSD) engages a broad and diverse group of educational partners throughout the year to inform and improve Title II, Part A-funded activities. This ongoing consultation is embedded in multiple systems designed to promote collaboration, reflection, and responsiveness to both site-level and districtwide needs.

Teachers play an essential role in shaping the district's professional learning system. Their insights are gathered through Professional Learning Communities (PLCs), districtwide surveys, Curriculum Council meetings, and trainer-of-trainer sessions. These opportunities allow teachers to both lead and contribute to the development of high-impact professional development. In addition to formal PD, teachers are supported in organizing and facilitating major district events such as the STEAM Showcase, District Spelling Bee, and Visual and Performing Arts (VAPA) exhibitions—events that extend Title II-supported learning into public demonstrations of student engagement and instructional practice.

Principals and other school leaders provide continuous input through monthly instructional leadership PLCs, site-based leadership teams, and annual planning retreats. These collaborative sessions allow leaders to work with district staff to design, evaluate, and refine Title II-supported strategies. This process also creates an important feedback loop that aligns school-site needs with district initiatives.

Paraprofessionals, including those represented by bargaining units, are consulted through classified input sessions and surveys. Their feedback, particularly related to inclusive classroom practices and academic interventions, informs the design of professional learning that enhances their role in supporting student success.

Specialized instructional support personnel—such as academic coaches, counselors, and mental health professionals—are involved in cross-departmental planning meetings. Their expertise helps shape targeted PD focused on social-emotional learning (SEL), trauma-informed practices, and student wellness.

Families and caregivers contribute valuable perspectives through participation in School Site Councils (SSCs), English Learner Advisory Committees (ELAC), the LCAP Parent Advisory Committee, and district-administered surveys. Their input helps guide professional learning priorities in areas such as equity, student engagement, and family-school partnerships.

Community partners—including those providing enrichment, after-school programs, and health and wellness services—are engaged through stakeholder events and program alignment meetings. Their collaboration ensures that Title II-funded activities are well-coordinated with broader student supports across the community.

External organizations with relevant expertise, including the County Office of Education, equity consultants, and professional development providers, also play a key role in co-designing and delivering learning experiences aligned to district goals. These partnerships bring specialized knowledge and capacity to enhance the quality of Title II-funded offerings.

Consultation with all educational partners occurs regularly throughout the year as part of the district's LCAP development process, school-level SPSA planning, and community engagement forums. Feedback from these interactions is documented, reviewed, and used to adjust Title II, Part A activities to ensure they remain relevant, effective, and responsive to the evolving needs of ARUSD schools, educators, and students.

Through this dynamic, data-informed, and collaborative approach, ARUSD ensures that Title II, Part A-funded activities remain responsive, aligned, and focused on improving instructional quality and leadership effectiveness across the district.

TITLE III, PART A

Title III Professional Development
ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

Complete responses will:

Address professional development activities specific to English learners/Title III purposes that are:

1. designed to improve the instruction and assessment of English learners;
2. designed to enhance the ability of such teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for English learners;
3. effective in increasing children's English language proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers;
4. of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teachers' performance in the classroom; and
5. supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alum Rock Union School District (ARUSD) provides high-quality, targeted professional development to classroom teachers, principals, administrators, and partner organizations to improve instruction and assessment practices for English learners (ELs). These efforts are intentionally aligned with the goals of Title III and designed to build the capacity of educators and community stakeholders to accelerate English language proficiency and academic success for EL students.

Professional development activities are centered on improving both instruction and assessment across the four language domains—listening, speaking, reading, and writing—while embedding culturally and linguistically responsive practices. Teachers receive training on scaffolding strategies, designated and integrated English Language Development (ELD), and standards-aligned instructional planning that meets the diverse needs of EL students. Site leaders and instructional coaches also participate in learning sessions to support the use of formative assessments and language objectives within content instruction.

PD sessions are designed to deepen educators' understanding of ELD curricula, instructional strategies, and the use of data to inform instruction. This includes focused support on how to interpret and apply ELPAC results, implement appropriate interventions, and differentiate instruction within core academic content. Additionally, leaders receive training on how to lead schoolwide efforts that promote language acquisition and biliteracy development.

To ensure impact, Title III professional development is provided through a combination of sustained, job-embedded opportunities. This includes multi-session series, lesson study cycles, instructional rounds, and coaching support. The district intentionally avoids reliance on one-day or stand-alone workshops, instead offering PD of sufficient intensity and duration to influence classroom practice and instructional outcomes over time. Partnerships with the Santa Clara County Office of Education and other expert organizations are leveraged to bring specialized knowledge into the district, and in-house sessions are led by trained teacher leaders and instructional experts.

ARUSD also supports the professional learning of parent and community leaders connected to English learner students. District English Learner Advisory Committee (DELAC) members receive ongoing training to enhance their understanding of EL program goals, student data, and how to effectively advocate for their children's educational needs. These trainings build leadership skills and foster deeper family engagement in student learning.

All Title III professional development is supplemental to services funded through other federal, state, and local sources. It is aligned with the district's broader vision of equity and multilingualism and is intentionally designed to support continuous improvement in outcomes for English learners.

Enhanced Instructional Opportunities
ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

Complete responses will:

1. Describe the activities implemented, supplemental to all other funding sources for which the LEA is eligible, that provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Title III Programs and Activities
ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

Complete responses will:
1. Address the effective language instruction programs specific to English learners.
2. Address Title III activities that:
   - are focused on English learners and consistent with the purposes of Title III;
   - enhance the core program; and
   - are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alum Rock Union School District (ARUSD) implements a comprehensive range of programs and supplemental activities under Title III to accelerate English language proficiency and support English learners (ELs) in meeting California's academic content standards. All services funded under Title III are designed to enhance—not supplant—the core instructional program and are aligned with the district's broader commitment to educational equity and multilingualism.

ARUSD provides multiple supplemental instructional opportunities tailored to the specific language development needs of English learners. These include before- and after-school interventions, extended day programs, and summer learning opportunities that focus on English language acquisition. Instruction during these extended learning sessions is grounded in research-based practices and aligned with California Common Core State Standards and the English Language Development Standards. Web-based learning tools, structured academic conversations, and targeted small-group instruction are used to support the development of listening, speaking, reading, and writing skills in English.

To ensure that Title III-funded supports are effectively implemented and responsive to student needs, ARUSD uses multiple data sources—such as ELPAC scores, local diagnostic assessments, and classroom performance—to identify students in need of additional support and monitor progress. Data is reviewed regularly at both site and district levels to refine instructional delivery and target services more precisely.

Stakeholder engagement is a core component of the district's approach to English learner support. ARUSD has established a dedicated English Learner Liaison group that meets monthly with representatives from school sites, the district, and parent leaders to examine data, identify needs, and co-develop strategies that directly inform Title III-funded programming. These meetings complement regularly scheduled ELAC and DELAC sessions, where parents and community members provide critical input on language instruction programs, student progress, and supports for EL students. Additionally, data review sessions with families help ensure transparency, build understanding of student progress, and support home-to-school connections in language learning.

Title III activities are intentionally designed to be supplemental to the district's core ELD program. The primary ELD instruction occurs during the school day, integrated into the daily curriculum and led by appropriately authorized teachers. Title III funds are used to extend learning time, provide targeted interventions, support culturally and

linguistically responsive materials, and enhance educator and family capacity in ways that are above and beyond what is funded through LCFF, Title I, or other sources.

These coordinated efforts help ensure that English learners receive both the time and quality of instruction necessary to increase English proficiency and access rigorous academic content. By combining targeted support, strong stakeholder collaboration, and consistent data-driven refinement, ARUSD continues to strengthen its Title III programs in alignment with the district's commitment to ensuring all EL students thrive.

English Proficiency and Academic Achievement

ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

(A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
(B) meeting the challenging State academic standards.

Complete responses will:

1. Address how sites will be held accountable for meeting English acquisition progress and achievement goals for English learners.
2. Address site activities that are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alum Rock Union School District (ARUSD) is committed to ensuring that all schools receiving Title III funds provide supplemental support to help English learners (ELs) make measurable progress toward English language proficiency and meet California's academic content standards. The district uses a multi-tiered, data-driven system to monitor student progress and hold sites accountable for EL growth and achievement.

To meet state long-term goals for English language proficiency, ARUSD actively monitors student progress using the English Language Proficiency Assessments for California (ELPAC), which measures student performance across the four language domains. In alignment with the state's accountability system, the district tracks growth toward reclassification and ensures that schools use ELPAC and formative data to inform instruction. Student ELD folders are updated annually to document progress, guide classroom practice, and support decision-making related to program placement, interventions, and reclassification readiness.

Schools are held accountable through an ongoing cycle of data analysis, instructional planning, and progress monitoring. Each site administers interim assessments in English Language Arts (ELA) and mathematics at the beginning, middle, and end of the year to monitor how English learners are progressing toward meeting California's rigorous academic standards. Site teams—including administrators, instructional coaches, and teachers—engage in collaborative inquiry cycles to examine EL student data, identify effective instructional strategies, and address barriers to academic success.

Title III funds are centrally managed and strategically allocated to ensure resources are directed toward the highest-need schools and student groups. These funds are used to provide supplemental supports beyond those funded through LCFF, Title I, or other state and federal programs. This includes job-embedded professional development focused on the California Common Core State Standards and California ELD Standards, teacher collaboration time for integrated ELD planning, and tools and materials designed specifically to support English learners in both language acquisition and academic content mastery.

Designated ELD is protected within the instructional day and monitored for implementation across all sites. The district provides targeted training and coaching to ensure that both designated and integrated ELD are aligned to standards and responsive to the linguistic needs of EL students. This supplemental support strengthens the core program and reinforces the district's focus on high-quality instruction for English learners.

Through intentional planning, ongoing monitoring, and strategic use of Title III funds, ARUSD ensures that schools are equipped to help English learners gain English proficiency and succeed academically, consistent with the state's long-term goals for student achievement.

TITLE IV, PART A

Title IV, Part A Activities and Programs
ESSA SECTION 4106(e)(1)

Each LEA, or consortium of LEAs, shall conduct the Title IV needs assessment once every 3 years. (see below)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

(A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
(B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
(C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
(D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
(E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

NOTE: If the LEA received more than $30,000 in Title IV, Part A funding and did not transfer the allocation, the LEA must:

1. use not less than 20 percent of Title IV, Part A funds to support one or more safe and healthy student activities;
2. use not less than 20 percent of Title IV, Part A funds to support one or more well-rounded education activities;
3. use a portion of Title IV, Part A funds to support one or more effective use of technology activities; and
   a) 15 percent max cap on effective use of technology for purchasing technology infrastructure.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Alum Rock Union School District (ARUSD) utilizes Title IV, Part A funds to expand academic enrichment opportunities, promote safe and healthy learning environments, and build educator and student capacity in the effective use of technology. These efforts are aligned with the district's Local Control and Accountability Plan (LCAP) goals and guided by ongoing needs assessments, stakeholder engagement, and evaluation practices.

ARUSD conducts a comprehensive needs assessment every three years, consistent with Title IV requirements, and integrates findings from its annual LCAP process to ensure that funds are used to address the most pressing needs. Input is gathered from students, parents, teachers, administrators, community members, and advisory groups through forums, surveys, and meetings. These insights are combined with key metrics—such as school climate data, program participation rates, and digital access indicators—to shape priorities and guide investments.

(A) Partnerships
ARUSD collaborates with a range of partners to support Title IV efforts, including institutions of higher education, community-based organizations, and nonprofit providers with proven success in enrichment, wellness, and digital literacy initiatives. These partnerships enhance district capacity to deliver programs aligned to the goals of Title IV, particularly in areas such as VAPA instruction, restorative justice, and STEM programming.

(B) Well-Rounded Education (=20%)
A significant portion of Title IV funds is dedicated to expanding access to well-rounded educational experiences. These activities include accelerated learning and enrichment opportunities tailored to the diverse interests and strengths of students. Programs such as Visual and Performing Arts (VAPA), STEM-focused learning, and extended day enrichment offerings are designed to engage students, deepen learning, and improve academic outcomes. These experiences are supplemental to core instruction and intended to increase student engagement and satisfaction with school.

(C) Safe and Healthy Students (=20%)
To support the development of safe, inclusive, and supportive learning environments, ARUSD uses Title IV funds to implement activities that strengthen students' social-emotional well-being and reduce exclusionary discipline. These include alternatives to suspension, student leadership and mentoring programs, restorative justice training, and professional development in trauma-informed practices. The intended outcomes include reductions in suspension and

chronic absenteeism rates and improved student perceptions of school climate, as measured through survey results and California School Dashboard indicators.

(D) Effective Use of Technology (required; =15% for infrastructure)
ARUSD invests in the effective use of technology by offering professional development for educators on integrating technology into instruction, expanding student access to specialized technology coursework, and maintaining a modern and reliable technology infrastructure. Funds support teacher training in digital tools, student engagement platforms, and the responsible use of technology to enhance instruction. Infrastructure spending remains within the 15% cap, with a majority of funds used to build staff and student capacity for effective implementation.

(E) Program Objectives and Evaluation
Each Title IV-funded activity is tied to clearly defined objectives and intended outcomes. ARUSD evaluates the effectiveness of these activities through ongoing feedback loops that include parent, student, and staff surveys; participation and usage data; and program-level evaluations. These measures are embedded in the district's broader LCAP and SPSA planning cycles to ensure coherence, monitor impact, and inform adjustments. The ultimate goal is to ensure that Title IV investments result in stronger student outcomes, improved school climate, and increased access to high-quality educational experiences.

Title IV, Part A Needs Assessment

According to the Every Student Succeeds Act (ESSA), all local educational agencies (LEAs) receiving at least $30,000 must conduct a needs assessment specific to Title IV, Part A (ESSA Section 4106[f]). Each LEA, or consortium of LEAs, shall conduct the needs assessment once every three year (ESSA Section 4106[d][3]).

Well-rounded Education Opportunities (ESSA Section 4107)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for a well-rounded education?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

Safe and Healthy Students (ESSA Section 4108)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for safety and health of students?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

Effective Use of Technology (ESSA Section 4109)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support of effective use of technology? Note: No more than 15 percent on technology infrastructure (ESSA Section 4109[b])

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

- Note: All planned activities must meet the authorized use of funds criteria located on the Title IV, Part A Authorized Use of Funds web page at https://www.cde.ca.gov/sp/st/tivpaauthuseoffunds.asp.

Date of LEA's last conducted needs assessment:

Title IV, Part A Program
Rural Education and Student Support Office
California Department of Education
Email: TitleIV@cde.ca.gov Web site: https://www.cde.ca.gov/sp/st/

California Department of Education
February 2022

5.5

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools: Date: June 5, 2025

Subject: **Adoption of the District's Proposed 2025-2026 Budget**

Staff Analysis: Education Code Section 42127 requires the governing board of each school district to adopt a budget for the subsequent year on or before July 1st. The budget is also subject to the review and approval of the County Superintendent. Any revisions to the school district's budget that result from the passage of the state budget will be presented to the governing board within 45 days after the Governor signs the State Budget Act.

Revenue projections are based on guidelines from Santa Clara County Office of Education and Department of Finance (DOF). Considering declining enrollment, and the impact of the LCFF funding shift, we are presenting a multi-year projection which shows the District will meet its financial obligations in the current and two subsequent fiscal years. The District is committed to a balanced budget, and continues to work on a multi-year budget plan to maintain fiscal solvency.

Recommendation: Staff recommends adoption of the District's proposed 2025 – 2026 Budget.

Prepared by: Teresa Decelles TD Title: Assistant Superintendent Business Services

To the Board of Trustees:
Recommend Approval

5.5
Agenda Placement

Meeting: June 26, 2025
Regular Board Meeting

German Cerda GC
German Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ANNUAL BUDGET REPORT:

July 1, 2025 Budget Adoption

Select applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: 2930 Gay Ave, San Jose, CA 95127
Date: June 12, 2025

Public Hearing:

Place: 2930 Gay Ave, San Jose, CA 95127
Date: June 12, 2025
Time:

Adoption Date: June 26, 2025
Signed:
Clerk/Secretary of the Governing Board
(Original signature required)

Printed Name: Minh Pham
Title: Board Clerk

Contact person for additional information on the budget reports:

Name: Mike Fogel
Title: Director, Fiscal Services

Telephone: 408.928.6847
E-mail: michael.fogel@arusd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Projected (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	

9a	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			**No**	**Yes**
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?		X
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?	X	
SUPPLEMENTAL INFORMATION (continued)			**No**	**Yes**
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2024-25) annual payment?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?	X	
		• If yes, are they lifetime benefits?	n/a	
		• If yes, do benefits continue beyond age 65?	n/a	
		• If yes, are benefits funded by pay-as-you-go?	n/a	
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation, employee health and welfare, or property and liability)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)	X	
		• Classified? (Section S8B, Line 1)	X	
		• Management/supervisor/confidential? (Section S8C, Line 1)	n/a	
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Adoption date of the LCAP or an update to the LCAP:	**06/26/2025**	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
ADDITIONAL FISCAL INDICATORS			**No**	**Yes**
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
ADDITIONAL FISCAL INDICATORS (continued)			**No**	**Yes**
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	

A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to Education Code Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

_____ Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined: $ _____

Less: Amount of total liabilities reserved in budget: $ _____

Estimated accrued but unfunded liabilities: $ 0.00

_____ This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

X This school district is not self-insured for workers' compensation claims.

Signed _____ Date of Meeting: June 26, 2025

Clerk/Secretary of the Governing Board

(Original signature required)

Printed Name: Minh Pham Title: Board Clerk

For additional information on this certification, please contact:

Name: Mike Fogel

Title: Director, Fiscal Services

Telephone: 408.928.6847

E-mail: michael.fogel@arusd.org

5.6

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 15, 2025

Subject: **Approve/Ratify Appointments to District Facilities Repurposing Advisory Committee**

Support Information: To ratify and/or approve appointments to the Districts' Facilities Repurposing Advisory Committee.

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Board of Trustees approve/ratify the appointments to the District Facilities Repurposing Advisory Committee.

Submitted by: Germán Cerda Title: Superintendent

To the Board of Trustees: Meeting: June 26, 2025
Regular Board Meeting

INFORMATION ONLY

5.6
Agenda Placement

German Cerda (PT)
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 26, 2025

Subject: **Resignations (Information Only)**

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

Fiscal Impact: No Cost

Budgeted: Not Applicable

Budget Source: Not Applicable

INFORMATION ONLY

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

To the Board of Trustees: Meeting: June 26, 2025
Regular Board Meeting

Information Only

6.1
Agenda Placement

Germán Cerda GC
Germán 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

June 26, 2025

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Aguirre, Reina	Teacher, Middle School/Renaissance II Academy	06/06/2025
2.	Colon, Noel	Teacher, Middle School/Renaissance II Academy	06/06/2025
3.	Lozano, Nancy	School Psychologist/Special Education Dept.	06/06/2025

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

June 26, 2025

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Lema, Ernesto M	Network & Systems Supervisor/Tech Services	06/23/2025

7.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: June 17, 2025

To the Superintendent of Schools

Subject: **Faculty & Staff Housing Project – Design-Builder Request for Qualifications Results. Presentation by EHP**

Staff Analysis: Provide the Board of Trustees with a presentation on the procedure and results of the Design-Builder Request for Qualifications. The District issued a Request for Qualifications (RFQ) in December 2024 to identify a short list of qualified Design-Build teams for the Faculty and Staff Housing Project at the Renaissance at Mathson site.

A total of nine teams submitted responses. The evaluation committee reviewed the submissions based on experience, project delivery capability, safety, bonding, and compliance with skilled and trained workforce requirements.

After a thorough review, the following three teams were shortlisted:
Cahill Contractors + PYATOK architecture+urban design
CORE Builders + Steinberg Hart
J.H. Fitzmaurice + HKIT Architects

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the three shortlisted teams to move forward to the Request for Proposal (RFP) process.

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

To the Board of Trustees:

7.1
Agenda Placement

Meeting: June 26, 2025
Regular Board Meeting

German Cerda GC
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



ARUSD Faculty & Staff Housing

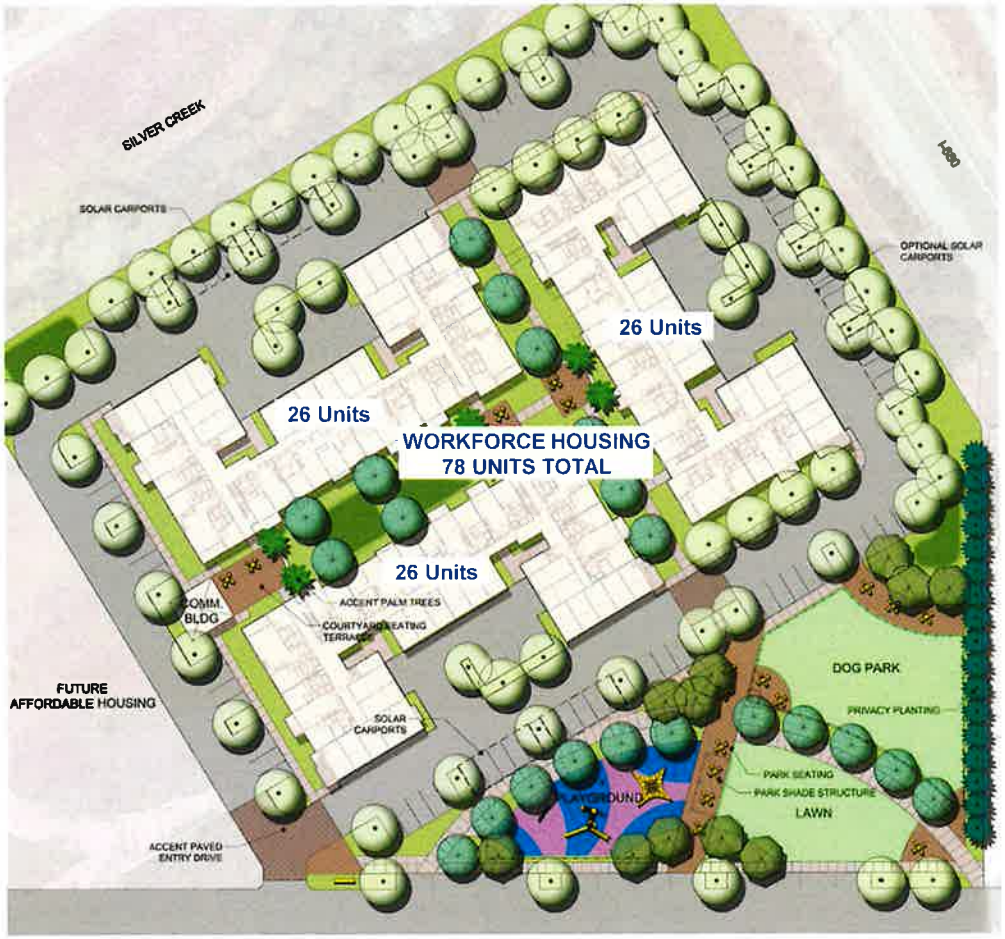
Design-Builder
Request for Qualifications
Results

June 26, 2025

EDUCATION HOUSING PARTNERS
A THOMPSON | DORFMAN COMPANY

Project Overview

- **Location:** Renaissance at Mathson Site
- **Scope:**
  - 78 dwelling units
  - Three (3) 2-3 story buildings
  - Estimated Hard Cost Budget: $50M
  - Anticipated Construction Timeline: 2Q 2027 to 4Q 2028



Procurement Approach

- **Project Delivery Method:** Design-Build
- **Rationale for Design-Build**
  - Single-Point Responsibility
  - Integrated Design and Construction
  - Streamlined Schedule
- **Selection Process:**



- Issue RFQ for Design-Builder
- RFQ Responses Review
- Responder Shortlisting

- Issue RFP for Design-Builder
- RFP Responses Review
- Interviews and Presentations

- Select Design-Builder
- Contracting

RFQ Objectives

- **Purpose:** To evaluate and shortlist the most qualified Design-Build teams
- **Focus Areas:**
  - Relevant Experience
  - Design-Build Capability
  - Financial and Bonding Capacity
  - Legal and Claims History
  - Safety
  - Budget and Timeline



RFQ Timeline and Outreach

- **Release Date:** December 16, 2024
- **Distribution Channels**
  - Public Posting: ARUSD website, Builders' Exchange programs
  - Targeted outreach to design-build groups
- **Informational Meeting and Site Visit:** January 8, 2025
  - Attendance: ~24 entities represented
- **RFQ Response Deadline:** February 14, 2025
- **RFQ Response Review, Ranking and Recommendations:** June 26, 2025

Evaluation Criteria

- **Scoring Breakdown**
  - Business Information – Pass/Fail
  - Licensing and Registration – Pass/Fail
  - Performance History – 20 points
  - Bonds and Insurance –15 points
  - Safety – 10 points
  - Project Experience and References – 70 points
  - Project Conceptual Budget and Timeline – 10 points
  - Skilled and Trained Workforce Compliance – 10 points
- **Evaluation Committee:** Two ARUSD staff members and one ARUSD consultant

Respondents

- **List of Respondents**
  - BHM Construction + PBK Architects
  - Blach Construction + DAHLIN Architecture
  - Cahill Contractors + PYATOK architecture+urban design
  - CORE Builders + Steinberg Hart
  - J.H. Fitzmaurice + HKIT Architects
  - Nibbi Bros. Associates + Paulett Taggart Architects (PTA)
  - Plant Construction Company + MBH Architects
  - Swinerton Builders + HED
  - West Builders + LCA Architects

Shortlisting Process

- **Initial Compliance Review**
- **Evaluation Scoring Meetings**
  - Maximum Score: 135 points
- **Final Scoring and Ranking**
  - Average scores ranged between 73 and 117.2 points

Shortlist

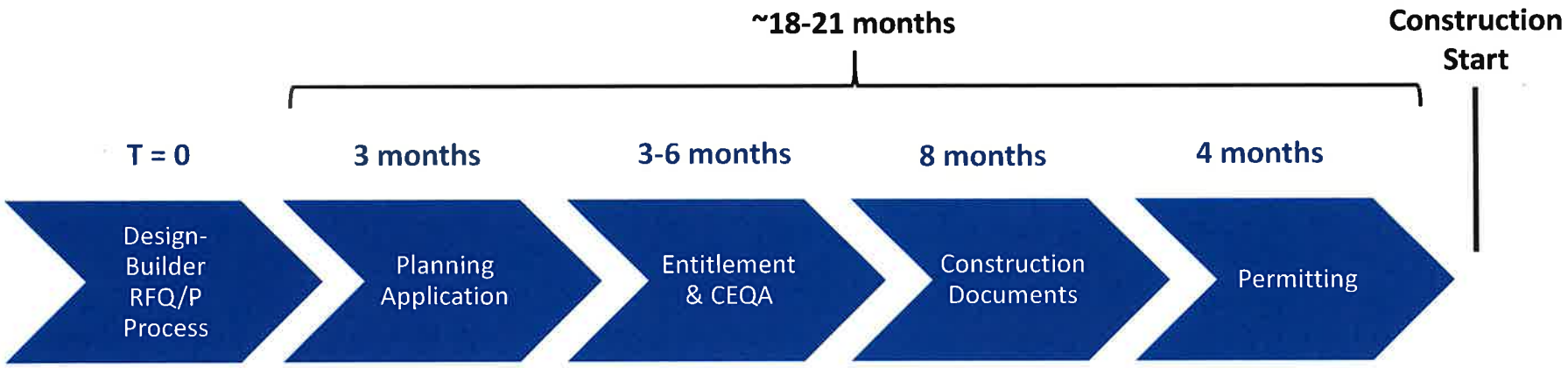
- **Shortlisted Teams (Average Scores)**
  - Cahill Contractors + PYATOK architecture+urban design – 117.2 points
  - CORE Builders + Steinberg Hart – 114.5 points
  - J.H. Fitzmaurice + HKIT Architects – 104.3 points

Next Steps

- **RFP Release Date:** June 2025
- **RFP Scope Summary**
  - Design Approach
  - Pricing and Fee Proposals
  - Schedule
  - Interviews and Presentations
- **Final Selection Target Date:** 4Q 2025



Pre-Construction Process



- Design-Builder is selected.

- Submit Preliminary Application to City Planning
- Complete Schematic Design
- Complete required third-party reports
- Submit SB 35 Entitlement Application to City

- City reviews application and provides comments
- EHP and Design Builder provide responses to City comments
- Receive final entitlement approvals

- Complete Design Development
- 95% Construction Documents (CDs)

- Submit 95% CDs to City (Building Department)
- City reviews CDs and provides comments
- Design-Builder provides responses to City comments and resubmits
- 100% CDs approved

Thank You

- Questions?



Design Builder RFQ Update – Timeline

- **December 16, 2024** – RFQ Package Issued (Completed)
- **January 8, 2025** – Informational Meeting / Site Visit (Completed)
- **February 14, 2025** – RFQ Response Submittal (Completed)
- **In Progress** – RFQ Response Review, Ranking and Recommendations
- **June 26, 2025** – Board Meeting / Short List Recommendation

Design Builder RFQ Update – Review Process

- Nine teams responded to the RFQ
- Education Housing Partners reviewed and summarized responses and contacted references
- ARUSD Review Committee evaluated responses based on the criteria stipulated in the RFQ
- ARUSD to present short list recommendation to Board

Design Builder RFP & Next Steps – Tentative Timeline

- **June 2025** – Finalize RFP Package; RFP Issued
- **3Q 2025** – Proposals Prepared and Submitted; Review Proposals; Responder Interviews
- **4Q 2025** – Design Builder Selection
- **1Q 2026** – Project Submission to City
- **2Q-3Q 2026** – Project Approval from City
- **2Q 2027** – Permits Received & Construction Start
- **4Q 2028** – Project Completion

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

7.2

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 11, 2025

Subject: **Approve Second Amendment to the Joint Use Agreement (JUA) with SJB Child Development Centers for Joint Use Facilities at Cassell Elementary**

Support Information: SJB Child Development Centers, a California non-profit corporation, currently has Joint Use Agreement with the District through June 30, 2025, to operate child development programs in facilities at Cassell Elementary.

The Education Code provides that a school district governing board may enter into agreements to make vacant classrooms or other spaces in operating school buildings available for rent or lease to nonprofit organizations including during normal school hours if the school is in session. The Education Code limits the term of such joint use agreements to 5 years at fair market rental for comparable facilities. In addition, the Education Code requires that prior to entering into a joint use agreement the Governing Board shall determine that the proposed joint occupancy and use of school district property or buildings will not do any of the following:

(a) Interfere with the educational program or activities of any school or class conducted upon the real property or in any building.
(b) Unduly disrupt the residents in the surrounding neighborhood.
(c) Jeopardize the safety of the children of the school.

Fiscal Impact: No

Budget Source: General Fund

Recommendation: It is the recommendation of the Superintendent that the Board of Trustees approve the Second Amendment to the JUA with SJB Child Development Centers for Joint Use Facilities at Cassell Elementary continue through the period to June 30, 2026.

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

To the Board of Trustees:

Meeting: June 26, 2025
Regular Board Meeting

Recommend Approval

7.2
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Second Amendment to Joint Use Agreement

The Second Amendment to Joint Use Agreement ("Second Amendment") is entered into effective July 1, 2024 by and between Alum Rock Union Elementary School District ("District"), a political subdivision of the State of California, and SJB Child Development Centers, a California non-profit corporation, hereinafter referred to as "OCCUPANT".

WHEREAS, District and Occupant are parties to that certain Joint Use Agreement dated effective July 1, 2019 (the "Agreement"), pursuant to which Occupant uses certain District premises described therein for a child development center and for no other purposes.

WHEREAS the parties entered in a certain First Amendment to Agreement to Joint Use Agreement dated effective August 15, 2022 to include added rooms and space at Silvia Cassell Elementary School to be used solely for the purpose specified in the Joint Use Agreement;

WHEREAS Pursuant to section 17529 of the Education Code, the Governing Board has determined, prior to entering into a joint use agreement pursuant to that section, that the joint occupancy and use of school district property or building will not: (a) interfere with the educational program or activities of any school or class conducted upon the real property or in any building; (b) unduly disrupt the residents in the surrounding neighborhood; or (c) jeopardize the safety of the children of the school;

WHEREAS, to section 17529 of the Education Code further provides that the term of any joint use agreement pursuant to Section 17529 shall not exceed five years;

WHEREAS; District desires to allow Occupant to exercise its option to extend the Joint Use Agreement for the period July 1, 2024 to June 30, 2026, upon the terms and conditions stated herein.

WHEREAS District and Occupant recognize the value of partnering to provide services to youth and families of the community. The District and Occupant also recognize that partnering may improve property through proper maintenance and planned investments.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the District's rights to terminate as set forth in the Joint Use Agreement, the term of the Agreement is extended for one (1) two year term commencing July 1, 2024 (the "Extension Term"). The Extension Term shall not take effect if, as of July 1, 2024, Occupant is in uncured default under the Agreement.

2. Rent for the rooms and space as of the first day of the Extension Term shall be the rent as of June 30, 2024, increased in accordance with the manner set forth in Section 4 of the Joint Use Agreement and First Amendment and increased each year thereafter in accordance with the manner set forth in Section 4 of the Joint Use Agreement and First Amendment.

3. Reimbursement for Utilities and Services shall be increased in accordance with Section 13 of the Joint Use Agreement and the First Amendment.

4. Except as amended hereby, all other terms and conditions of the Joint Use Agreement and First Amendment shall remain in full force and effect.

ENTERED INTO EFFECTIVE as of the date first written above.

"District"
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By _____
_____, Superintendent

"Occupant"

SJB Child Development Centers

By: _____

Title: CEO

Date: 6/11/25

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

7.3

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 26, 2025

Subject: **Request for Approval of RFP No. 2526-CNS06 Farm to School Fresh Produce for 2025-2026 School Year**

Support Information: Child Nutrition Services Program (CNS) solicited RFP for Farm to School Fresh Produce following the federal competitive bid procedures in alignment with our commitment to providing locally sourced, fresh, and high-quality produce to students. The RFP was publicized for two weeks via San Jose Mercury News, ARUSD website, and was e-mailed to ten potential vendors. On bid opening day, we received four RFPs from Permanent Agriculture Inc., Fresno BIPOC, Spork Food Hub, and Yeyi Organics Inc. To ensure a diverse selection of seasonal local produce, CNS recommends awarding contracts to these four vendors based on pricing, meeting local geographic preference, supporting socially disadvantaged farmers and ranchers, service reliability and past performance, and enhancing the availability of seasonal produce.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Fund 13 - Cafeteria Fund

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the bid and contract with Permanent Agriculture Inc. in the amount of $250,000.

Submitted by: Denisse Mendez DM Title: Director of Child Nutrition Services

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

To the Board of Trustees:

Recommend Approval

7.3
Agenda Placement

Meeting: June 26, 2025
Regular Board Meeting

German Cerda GC
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

PRICING

Below are the proposed costs by each responsive Bidder.

Bidder	Total of Extended Cost of Produce for 2025-26 School Year
Permanent	211,500.00
Fresno	45,000.00
Spork	166,500.00
Yeyi	22,500.00

EVALUATION CRITERIA

In addition to price, the department scored other factors, which are outlined below, along with the final total score for each bidder.

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20
Traceability	100% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process and can provide farm and/or brand name and location on invoices. Can currently produce reports to show % of local products provided, including farm name and origin. 80% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process for showing documentation of product sourcing. Can currently produce reports to show % of local products provided. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	10
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery.	- Reference forms - Responses to Questions Labeled "Delivery	10

	75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	Specifications - " in Vendor Questionnaire	
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	5
Local Geographic Preference	100% of max points: 100% of local farms that were sourced from to supply produce to school districts in 2023-24. (local here defined as within 150 miles of the district). 75% of max points: 80% or more of local farms that were sourced from to provide produce to school districts in 2023-24. (local here defined as within 150 miles of the district) 0% of max points: Less than 80 percent of local farms that were sourced from to provide produce to school districts in 2024-25. (local here defined as within 150 miles of the district)	Responses to Questions Labeled "Local Geographic Preference-" Proposer Supplied from this farm to schools in the 2024 - 2025 School Year Column in Supplier List	15
Supporting Socially Disadvantaged Farmers or Ranchers	100% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 50% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers OR plan with goals in	Responses to Questions Labeled "Supporting SDFRs -" in Vendor Questionnaire	5

	place to increase support of Socially Disadvantaged Farmers or Ranchers. 0%: Do not have processes in place for collecting optional self-identification of producers as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.		
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and	100% of Max Points: Proven ability to provide excellent service as demonstrated by	- Reference forms - Responses to	15

Past Performance	references, vendor questionnaire, and past experience and reputation as determined by the District, that show: Prompt responses and satisfactory resolution to requests for information and complaints & issues Courtesy and responsiveness to all district personnel at all times Ready access to decision-making executives and assigned point of contact. Ability to meet sourcing goals Fully staffed delivery driver support. Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - District past experience and Vendor reputation	
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	5

	If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.		
Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	5
Vendor Consultation	100% of Max Points: Bidder's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to the school district for a minimum of 2 hours per month. 0 Points: Bidder is unable to provide consultation for a minimum of 2 hours per month.	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	5
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale	5

	have supplied from a small to mid-scale farm in the past school year to a school district.	Farm (<$350K Annual Gross Revenue), Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	
Products delivered within 120 hours of harvest	100% of Max Points: All products delivered within 120 hours of harvest 0 Points: Unable to deliver all products within 120 hours of harvest	- Responses to Questions Labeled "Products delivered within 120 hours of harvest - " in Vendor Questionnaire	10
Diversified Production	100% of Max Points: All products are sourced from farms that grow no less than five crops per 500 acres. 0 points: Unable to source all products from farms that grow no less than five crops per 500 acres.	- Responses to Questions Labeled "Diversified Production - " in Vendor Questionnaire -#Acres and # Crops Columns in Supplier/Subcontractor List	10
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale Farm (<$350K Annual Gross Revenue),	5

		Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	
Delivery Locations	100% of Max Points: Bidder is able to deliver to the District Warehouse (2390 Gay Avenue, San Jose, CA 95127) and Ocala STEAM Academy (2800 Ocala Avenue San Jose, CA 95127) between 6-7 am, two times per week on Monday, Wednesday and/or Friday. 0% of Max Points: Bidder is not able to meet the requested delivery specifications.	-Responses to Questions Labeled "Delivery Locations" -Supplier/Subcontractor List	3
Food Hub Support	100% of Max Points: Bidder is a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center. 0% of Max Points: Bidder is not a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center.	-Responses to Questions Labeled "Food Hub Support"	5

Environmental Sustainability Strategies	100% of Max Points: Are supplied by vendors certified with the any of the following certifications: USDA Organic Certified, USDA Transitional Organic Certified, Regenerative Organic, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, Other Climate Smart Practices	Certifications and Growing Practices Column in Certifications and Growing Practices Column in Supplier/Subcontractor List	5
Supporting Women, Veteran, and Disabled Farmers	Supporting Women, Veteran, and Disabled Farmers	Women, Veteran and/or Disabled Farmer-Owned Column Supplier List	3
TOTAL POINTS:			**156**

Final Scores per Bidder

Bidder	Score
Spork Food Hub	126
Permanent	123.5
Fresno BIPOC	126.5
Yeyi	125.5

Reviewers
Denisse Mendez, Director, Child Nutrition Services
Katrina Zhang, Coordinator, Child Nutrition Services
Tim Wilkinson, Bid Coordinator, Shared Plate Strategies LLC

Attached you will find the complete bid packages for Permanent Agriculture Inc., Spork Food Hub, Fresno BIPOC, Yeyi Organics.

Links to the complete bid package for winning bidder, Permanent Agriculture Inc., can be found here: Permanent.ag

All bids are available by request.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL
RFP No. 2526-CNS06
Farm to School Fresh Produce

Submit proposals and all questions/inquiries to:

Alum Rock Union Elementary School District
Child Nutrition Services Department
2930 Gay Avenue
San Jose, CA 95127

Denisse B. Mendez, Director
Office: 408-928-6905
denisse.mendez@arusd.org

Proposals Due:
May 30, 2025 at 3:00 PM PST

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP SCHEDULE OF EVENTS

Date	Event
May 9, 2025	Release and advertisement of RFP No. 2526-CNS06
May 16, 2025	Pre-Bid Conference (if needed)
May 23, 2025	Deadline for submission of written questions to the District concerning RFP No. 2526-CNS06
May 30, 2025	Deadline for all submissions of RFP No. 2526-CNS06
May 30 - June 6, 2025	Evaluation of Proposals
May 30 - June 6, 2025	Vendor Interviews (if necessary)
June 6, 2025	Estimated date of RFP Award Notification/s sent out
June 26, 2025	Estimated date of approval and award by the Board of Trustees
July 1, 2025	Contract Start Date

ARUSD will use every effort to adhere to the schedule. However, ARUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at https://www.arusd.org/district/departments/business-services/child-nutrition-services/cns-requisition-for-proposals.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Denisse B. Mendez
Director of Child Nutrition Services
denisse.mendez@arusd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

NOTICE TO BIDDERS

REQUEST FOR PROPOSAL No. 2526-CNS06

The Alum Rock Union Elementary School District will receive a sealed Request for Proposal (RFP) from providers of commercial food products and services for the District's Child Nutrition Program.

Sealed Bids must be received prior to **May 30, 2025 at 3:00 PM PST**

Provider to submit:
(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Sealed Proposal packages shall be delivered to the **Child Nutrition Services Department** no later than **May 30, 2025 at 3:00 PM PST.**

Electronic version Proposals will be submitted with the following sections saved as separate files. and clearly labeled.

1. HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
2. Item List (filled out) in spreadsheet format.
3. Item List in PDF format
4. Supplier List (filled out) in spreadsheet format
5. Supplier list in PDF format
6. Completed questionnaire
7. The remaining portions of the proposal may be saved as one file. Items 1-4 may be included in this file, but must be saved separately under their own file names as well.
8. If applicable, a folder labeled "Redacted Copies" of all documentation including redactions, with labels including "REDACTED," and signed Public Records Act Certification Form.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127, between the hours of 8:00am - 3:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal **will not be accepted.** The District can request the price sheet attachment in Excel format.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Child Nutrition Services
2930 Gay Avenue
San Jose, California 95127
Telephone (408) 928-6903

REQUEST FOR PROPOSAL (RFP)- COVER SHEET

Farm to School Fresh Produce

REQUEST FOR PROPOSAL No. 2526-CNS06

This is a request for proposal (RFP) for Farm to School Fresh Produce (RFP No. 2526-CNS06) for the Alum Rock Union Elementary School District 2025-2026 school year. An RFP packet may be obtained from the Child Nutrition Services Department website or by calling 408-928-6905 or emailing Denisse Mendez at denisse.mendez@arusd.org. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

MAIL PROPOSAL TO:

The RFP shall be mailed to the attention of:

Alum Rock Union Elementary School District
Child Nutrition Services Department, BLDG #500
2930 Gay Avenue, San Jose CA 95127
ATTN: Denisse B. Mendez
Farm to School Fresh Produce (RFP No. 2526-CNS06)

Bid Submitted By:
Permanent Agriculture Inc. (Permanent)

U.S. DEPARTMENT OF AGRICULTURE NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

PROPOSAL SUBMISSION CHECKLIST - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name: Permanent

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ☒ Proposal Submission Checklist (Attachment 1, this form)
- ☐ Request for Proposal Signature Page (Attachment 2)
- ☐ Evaluation Criteria (Attachment 3)
- ☒ Vendor Questionnaire (Attachment 4)
- ☒ References with at least 3 References (Attachment 5)
- ☒ Non Collusion Affidavit (Attachment 6)
- ☒ Bidder's Statement Regarding Insurance Coverage (Attachment 7)
- ☒ Worker's Compensation Insurance Certification Form (Attachment 8)
- ☒ Drug Free Workplace Certification (Attachment 9)
- ☒ Equal Opportunity Employment (Attachment 10)
- ☒ Fingerprint Clearance/Criminal Background Investigation (Attachment 11)
- ☒ Suspension and Debarment Certification (Attachment 13)
- ☒ Certification Regarding Lobbying (Attachment 14)
- ☒ Iran Contracting Act of 2010 Compliance Affidavit (Attachment 15)
- ☒ Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 16)
- ☒ Clean Air and Water Certification (Attachment 17)
- ☒ Itemized Bid List (Attachment 18)
- ☒ Buy American Certification Form (Attachment 18)
- ☒ China Prohibition Certification (Attachment 19)
- ☒ Redacted Submittal Request For California Public Records Act (Attachment 20)
- ☒ Itemized Bid List (Attachment 21)
- ☒ Supplier List (Attachment 22)
- ☒ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- ☒ Agreement (Page 33)
- ☒ Addenda

GENERAL TERMS AND CONDITIONS

1. **GENERAL** - This information to bidders is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Denisse B. Mendez at the address listed below, email *denisse.mendez@arusd.org* or for document assistance, call Denisse B. Mendez at (408) 928-6905.

2. **RFPS** - To receive consideration, Proposals shall be made per the following instructions. The Alum Rock Union Elementary School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All bidders will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Alum Rock Union Elementary School District – Attention – Denisse B. Mendez no later than 3:00 pm **May 23, 2025**. E-mail questions to *denisse.mendez@arusd.org*. The Alum Rock Union School District shall not be obligated to answer any questions received after the above-specified deadline or any inquiries submitted in a manner other than those instructed above.

3. **INFORMATION ABOUT THE DISTRICT** - The District is located in Santa Clara County and has an estimated student enrollment for the 2025 - 2026 school year of approximately 7,500 students. The District has 6 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

   The District is seeking to:
   a. Ensure that students are receiving high quality produce,
   b. Purchase high quality produce at the best possible price,
   c. Offer more California grown produce, including 100% locally grown produce under the contract(s) resulting from this RFP,
   d. Offer produce that is fresh and locally grown from small- to mid-scale farmers, including socially disadvantaged farmers and ranchers, and women farmers, using organic and regenerative practices whenever possible.
   e. Partner with produce vendor(s) that will provide excellent customer service.
   f. Partner with a produce vendor that supports local farmers
   g. Support Local Food Hub(s)
   h. The District's intent is to enter into long-term professional relationships with the successful firm(s). We are looking for partners with experience, and financial stability, who utilize data, technology and industry knowledge and expertise to continually support The District and farmers to thrive while meeting the District's Farm to School and operational goals.

   See section 29 for the District's definition of local, organic and Socially Disadvantaged Farmers.

4. **DEADLINE FOR RECEIPT OF RFPS** - RFPs must be received before 3:00:00 p.m. on **May 30, 2025**. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the bidder, and submitted to:

Alum Rock Union Elementary School District
Child Nutrition Services
Attn: Denisse B. Mendez
2930 Gay Avenue
San Jose, CA 95127

- It is the Vendor's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.
- The Alum Rock Union Elementary School District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.
- Questions regarding the RFP and RFP documents will only be accepted if submitted in writing. Submit questions to Denisse B. Mendez by email: denisse.mendez@arusd.org or fax: (408) 928-6413. To receive consideration, RFPs/Proposals shall be made by the following terms:

5. **THE RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP. An authorized officer shall sign the RFP under the correct firm name.

6. **"FAX" RFPs** - Facsimile copies of RFPs are not accepted.

7. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; an RFP that meets all of the specifications outlined in the RFP.

8. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the bidders before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.

9. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

10. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or of similar intent is considered as non-responsive to the particular item.

11. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). . Errors may be crossed off and corrections made before RFP opening only and must be initialed by the person signing the RFP or the bidder's authorized representative. If there should be a decrease in prices of the items bid during the contract period, a corresponding reduction in costs on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect. Still, for fixed price items, at no time shall the prices charged to the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the contractor to any other school district or state, county, municipal, or local governmental agency in Santa Clara County for products listed herein.

Monthly Seasonal Fixed Price Items – The Itemized Bid list spreadsheet includes Columns for each month of the contract length. The quantities of items listed represent usage for the full contract term (a full school year). The District may purchase these items at an even rate over the course of the year or purchase a large percentage during certain months based on Seasonality and Pricing. The Bidder should indicate fixed pricing for each month by filling out a column. Bidders are not required to bid on all products, the Bidder may bid on all or some products. If the Bidder has additional items not included in the item list for the District to consider, the Bidder may add these to the list below the items already included. Please download the item list and enter data electronically and turn in the list electronically in spreadsheet format. Bidders should enter prices into every month they wish to be evaluated, even if it is identical data to another month.

ii. Itemized Bid List – The District's Itemized Bid List is attached hereto. If the District specifies a variety in the "Item" column, the Bidder should respond based on the listed variety. If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a seasonal variety, then the District will only accept non-commodity and/or specialty varieties. The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. Proposals need to include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not

list the pound price). Note in the origin column the origin of all items following the USDA Country of Origin Labeling Law and specify any product that is grown/produced in California. In the same column, note the country of origin of which any canned fruit and vegetables are grown/produced. Bidder is responsible for converting any differences in pack size to the same total volume as requested. For any Individually Wrapped (IW) items, the ½ cup portion size is listed. Do not offer other unit sizes for the IW items and/or convert to a different pack size in the Itemized Bid List for those items.

iv. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.

v. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

12. **SUPPLIER LIST** - Supplier list should be filled out with accurate and up to date information on expected growers and suppliers. Information should be entered into the provided spreadsheet and submitted in electronic spreadsheet format.

13. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). Errors may be crossed off and corrections made before RFP opening only and must be initialed by the person signing the RFP or the bidder's authorized representative. If there should be a decrease in prices of the items bid during the contract period, a corresponding reduction in costs on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect. Still, for fixed price items, at no time shall the prices charged to the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the contractor to any other school district or state, county, municipal, or local governmental agency in Santa Clara County for products listed herein.

Monthly Seasonal Fixed Price Items – The Itemized Bid list spreadsheet includes Columns for each month of the contract length. The quantities of items listed represent usage for the full contract term (a full school year). The District may purchase these

items at an even rate over the course of the year or purchase a large percentage during certain months based on Seasonality and Pricing. The Bidder should indicate fixed pricing for each month by filling out a column. Bidders are not required to bid on all products, the Bidder may bid on all or some products. If the Bidder has additional items not included in the item list for the District to consider, the Bidder may add these to the list below the items already included. Please download the item list and enter data electronically and turn in the list electronically in spreadsheet format. Bidders should enter prices into every month they wish to be evaluated, even if it is identical data to another month.

ii. Itemized Bid List – The District's Itemized Bid List is attached hereto. If the District specifies a variety in the "Item" column, the Bidder should respond based on the listed variety. If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a seasonal variety, then the District will only accept non-commodity and/or specialty varieties. The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. Proposals need to include the per pound price.

iv. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.

v. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

14. **TAXES** - Local, State, or Federal taxes shall not be included in the proposal price term.

15. **PERFORMANCE GUARANTEE** - The successful bidder(s) may be required to provide a performance guarantee. Such requirements shall be at the discretion of the District's Assistant Superintendent of Business Services. A continuous performance bond of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Assistant Superintendent of Business Services is the preferred form of performance guarantee.

Said bond shall be furnished within (5) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable RFP.

16. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing, and the test shows that the sample does not comply with the RFP specifications, the bidders(s) shall pay the examination cost. In bidding, the bidder(s) certifies that all materials conform to CAL OSHA and all other law requirements. Where applicable standards have been established, all equipment and individual components shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

17. **DISTRICT REQUIREMENTS**- The quantity shown is the estimated consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies, or services listed in the RFP are required during the contract and shall be ordered and purchased from the successful bidder(s). The District shall have the right to issue purchase orders up to and including the last day of the contract period, even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the contract such items as may be required for testing, evaluation, or experimental purposes or special programs of an emergency nature and purchases made by individual schools.

18. **ACCEPTANCE OR REJECTION OF RFP'S** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, also provided that the bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's approval of one or more additional items submitted in the same RFP. RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.

19. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed

within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.

20. **AWARDS** - The District reserves the right to determine that items bid meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Further, the Board of Education reserves the right to accept or reject any RFPs and waive any informality or irregularities in the bidding.

21. **EXECUTION OF CONTRACT-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms, Instructions, and Conditions.

22. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/ invoice shall accompany all shipments.

23. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.

24. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due to the bidder.

25. **INSURANCE** - The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract. ***The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming Alum Rock Union Elementary School District as an additional insured and requiring***

the bidder's insurance to be primary by separate endorsements as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident: $2,000,000 aggregate. Property Damages shall be $1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage at no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Director of Child Nutrition Services, Denisse B. Mendez, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.

26. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127.
The successful bidder shall submit invoices under the same firm name shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.

27. **STATEMENT** - The successful bidder(s) shall render bills and/or statements to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA, 95127, following delivery of materials. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices, and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at the time of delivery and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs (i.e., CACFP and NSLP). A copy of a credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Department. The successful bidder(s) shall submit monthly electronic statements in Excel Format to the following name and address:

Alum Rock Union Elementary School District
Child Nutrition Services
2930 Gay Avenue
San Jose, CA 95127
Attention: Jazzy Nguyen
jazzy.nguyen@arusd.org

The Child Nutrition Service billing cut-off is the 25th of each school month, with the exceptions of the
months of June and September, which shall be the 30th. The monthly statement shall be broken down by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by the Child Nutrition Services Department by the 10th of the following month. Payment by the District will be made within 45 days for service satisfactorily performed by the successful; bidder(s) after receipt of properly documented invoices/statements.

28. **VELOCITY REPORT** - The District reserves the right to request velocity reports for any items ordered throughout the contract Velocity reports will be delivered via email to better assist for inventory tracking purposes.

29. **APPLICABLE 'BUY AMERICAN' PROVISIONS -** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities ARUSD to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture.

    Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports ARUSD working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food and Nutrition Service (FNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

    The Buy American provision applies to ARUSD located in the forty-eight contiguous United States and is one of the procurement standards ARUSD Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by ARUSD.

For products procured by ARUSD for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are:

Meats and meat alternates
Grains
Vegetables
Fruits
Fluid milk
Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by an ARUSD or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by ARUSD. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Non Available articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

ARUSD complies with the California Food and Agriculture Code (FAC) 58596.3, requirement that schools that receive $1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non domestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non-domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery. The request must include the:

(1) Alternative substitute(s) that are domestic and meet the required specifications:

(a) Price of the domestic food alternative substitute(s); and
(b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

(a) Price of the domestic food product; and
(b) Price of the non-domestic product that meets the required specification of the domestic product.

SFAs may document exceptions by maintaining records of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement reviews of local agency procurement practices.

One resource SFAs and State agencies may use in order to document exceptions is the market news reports available from AMS. AMS provides free, unbiased price and sales information on farm commodities at: **https://www.ams.usda.gov/market-news** Using this website, SFAs and State agencies can find third-party verification of cost and availability of domestic and nondomestic foods. Further, SFAs may use the information to communicate alternatives with food suppliers and document purchase decisions.

Regulations require ARUSD to maintain documentation to demonstrate the use of exceptions. Items found on the Federal Acquisitions Regulations (FAR) 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), are exempt from the documentation requirement, but these items must be counted toward the cap on non-domestic purchases when that goes into effect.

The USDA developed an optional Buy American Standard Tracking Form Template that ARUSD can use to track both the exceptions and costs related to non-domestic product purchases. When ARUSD Program Operators purchases a product found on the FAR 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), this must be included on the tracker for the purpose of accurately tracking total non-domestic costs. The CDE encourages the use of the Buy American Tracking Form Template to document the use of exceptions to purchase non-domestic foods under the Buy American provision. The Buy American Standard Tracking Form is available in the CNIPS, Download Forms, Form ID PRU 10.

Documentation must be on file for at least the current year plus three years and must be made available during an on-site administrative review and an off-site procurement review.

I/we

Dave Greer ,

certify that only domestic commodity or food/beverage products will be supplied to ARUSD unless otherwise mutually agreed upon and pre-approved by ARUSD .

Dave Greer, Sales May 30, 2025

DG **Signature** **Date**

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

ARUSD will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between ARUSD and the vendor and documented.

30. **FOOD HUB SUPPORT -** The District prefers to support local farms by partnering with a local Food Hub. For the purposes of this RFP, Food Hub is as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand."

31. **LOCALLY GEOGRAPHIC PREFERENCE, ORGANIC, and PRODUCED BY SOCIALLY DISADVANTAGED FARMERS PRODUCTS -** The District requires exclusively locally-grown produce be included in response to the RFP. The District defines local in two tiers. The first is California Grown, a requirement. The second is a preference and includes produce growth and harvested within 150 miles of the District. To support sustainable agriculture and the health of farm communities, the District seeks to purchase Organic Certified produce, as demonstrated in the item list. Organic Certified refers to produce that has been certified according to USDA Organic standards. The District also recognizes alternative certifications including USDA Transitional Organic Certified, Regenerative Organic Certified, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, and other Climate Smart Practices. Vendors should clearly indicate which certifications apply to the products they are offering.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

"Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of

a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, Hispanics, and women." Individuals who fall under the SDFR definition must own at least 51% of the farm operation to qualify."

32. **TRACEABILITY** - The selected vendor(s) will be required to provide source identification, including farm name(s), municipal location for all California-Grown products in invoices and usage/velocity reports. When farm name is not available due to product aggregation prior to the product being acquired by the vendor, then supplier name, brand name, and municipal location must be provided for all California-grown products invoices and usage/velocity reports. All products must be California-Grown and labeling must follow USDA labeling requirements.

33. **PUBLIC RECORDS ACT** - Responses to this RFP shall be subject to the provisions of the California Public Records Act. Those elements in each Proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Proposer to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances, will the District be responsible or liable to the Proposer or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Contractors.

    The Proposer, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the RFP and shall hold the District harmless from all costs and expenses, including attorneys' fees, in connection with such action.

34. **CONTRACTING WITH SMALL BUSINESSES** - Per CFR 200.321 the District will provide consideration for contracting with a bidder that falls under the definition of small business provided in the Health and Safety Code 23395.20: " "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars ($10,000,000) or less over the past three years."

35. **CONTRACTING WITH MINORITY OWNED BUSINESS** - Per CFR 200.321 the District will provide consideration for contracting with a bidder that is a minority or women owned business. CFR 4.62 defines a minority or women owned business as "...at

least 51 percent unconditionally-owned by one or more members of a minority group or by one or more women…"

36. **SUPPORTING WOMEN, VETERAN, AND DISABLED FARMERS** - The District will provide consideration to proposers who support Women owned and operated farms, Veteran owned and operated farms, and/or Disabled Farmer owned and operated farms.

37. **ENVIRONMENTAL SUSTAINABILITY STRATEGIES** - The District will provide consideration for contracting with a bidder that is certified in one or more of the following: USDA Organic Certified, USDA Transitional Organic Certified, Regenerative Organic, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, Other Climate Smart Practices

38. **FUEL CHARGES** - No fuel surcharges will be accepted under this contract, and the addition of such charges shall not be permitted during the period of the term of this contract.

39. **MULTI-YEAR EXTENSIONS** - Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years not to exceed three (3) years. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
    - The District has deemed the products and services of the vendor satisfactory. Renewal consideration will include performance evaluation. Of particular importance to the District is that product is sourced from local farms. The District will evaluate whether the vendor's proposal significantly differs from the actual supplier list reflected on invoices provided to the district.
    - The Vendor shall submit a list of the price increases for the next fiscal year (July 1- June 30) by the last business day in April. Price increase must not exceed the current year's San Francisco Area Consumer Price List with a maximum of 5% per contract term.
    - Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.

40. **LIMITATIONS** - The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other

school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.

41. **AWARD -** The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. The District further reserves the right to contract the work with whomever and in whatever manner the District decides to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

    This contract will be awarded to single or multiple responsive and responsible bidders who meet RFP terms and conditions. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.

    The committee may investigate the qualifications of the bidder/vendor under consideration, require confirmation of information furnished by the bidder/vendor, and require additional information and evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the vendor.
    The committee will make a recommendation to the Board of Trustees.

    The Director of Child Nutrition Services will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Child Nutrition Services Department will issue an intent to Award Letter to the successful bidder(s). The Alum Rock Union Elementary School District Board of Education will formally award the award.

42. **BASIS OF AWARD -** The Board of Trustees of the Alum Rock Union Elementary School District intends to award the RFP based on price, traceability, delivery specifications, minimum delivery amounts, geographic preference, disadvantaged farmers support, small and minority business status, technology and reports, and service per the specifications herein. Parties will be assigned a score based on these criteria. Please refer to the evaluation criteria on page 28. Farm to School Fresh Produce vendors shall be awarded the bid for service between **July 1, 2025 through June 30, 2026.**

    A. The Alum Rock Union Elementary School District reserves the right to reject quotations and waive any formality in the bidding.

B. Awarded vendors will be required to enter into a contract with Alum Rock Union Elementary School District.

43. PROPOSAL PROTEST PROCEDURES

A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The District's Child Nutrition Services Director will receive the protest in writing no later than 3:00 p.m. after the fifth (5th) business day following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.

C. **Resolution of Controversy**: Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within thirty- (30) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.

D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

Alum Rock Union Elementary School District
Teresa DeCelles
Assistant Superintendent of Business
2930 Gay Avenue
San Jose, CA 95127

E. **Appeal Review and Finality**: The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Child Nutrition Director and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The Assistant Superintendent of Business Services or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.

F. **Reservation of Rights to Proceed with Contract Pending Appeal**: The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

G. **Waiver:** The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under to the California Government Code, or filing of any other legal proceedings.

44. PROVISIONS:

A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

B. **Binding Effect** - This Agreement shall inure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.

C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.

E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have

read this Agreement, understand it, and agree to be bound by its terms and conditions.

F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. **Hold Harmless Clause** - The successful bidder(s) agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or insure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. **Prevailing Law** - In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.

I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.

J. **Permits and Licenses** - The successful bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.

K. **Toll Charges** - If the District places toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder(s) shall accept charges for such calls on a reverse charge basis.

L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the District.

N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require compliance by all subcontractors employed on the work by them.

O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The vendor shall not be entitled to further compensation or payment from the District.

P. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

Q. **Cancellation for Insufficient or Non-Appropriated Food Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

R. **Termination for Default** - The District may, by five (5) business days' written notice to Contractor, terminate this Agreement in whole or in part at any time because of the failure of Contractor to fulfill its contractual obligations. The District, in its sole and absolute discretion, shall determine the acceptability of Contractor's performance under this Agreement. Upon receipt of such notice, Contractor shall:

    a. Immediately discontinue all services affected (unless the notice directs otherwise) and

b. Deliver to the District all information and material as may have been involved in the provision of services hereunder whether provided by the District or generated by Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice of default.

If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

S. Termination for Insolvency - Upon written notice to Contractor, the District may terminate this Agreement forthwith and without penalty in the event of the occurrence of any of the following:

a. Insolvency of Contractor (Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of such laws),

b. The filing of a voluntary or involuntary petition regarding Contractor under the Bankruptcy Code,

c. The appointment of a Receiver or Trustee for Contractor, or

d. The execution by Contractor of a general assignment for the benefit of creditors.

The rights and remedies of the District in this section are in addition to any other rights and remedies provided by law or under this Agreement.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

T. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in or omissions from the RFP documents, they may submit to the Child Nutrition Services Director of the Alum Rock Union Elementary School District a written email request for clarification and the response to it will be e-mailed to all bidder(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.

U. **Product Shortages** - If the successful bidder(s) cannot supply any product listed herein, the District may purchase the said product at a fair market value from another source. The difference in cost and all delivery charges shall be the supplier's responsibility, listed in the original contract agreement.

V. **Failure to Fulfill Contract** – When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with the vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner with another vendor as seems to the Board of Trustees to be to the best advantage to the District. Any failure to furnish such articles or services by reason because of the vendor or contractor, as above stated, shall be the liability against the vendor and his sureties. The District reserves the right to cancel any articles or services that the successful bidder may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the bidder's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

W. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

X. **Tuberculosis** - Successful Distributor agrees to comply with the provisions of Education Code section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course

Y. **Attorneys' Fees** – In the event of any dispute between the District and the Vendor about this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorney's fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

37. CERTIFICATIONS

A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
    a. Section 306 of Clean Air Act (42 U.S.C. 1847(h)):
    b. Section 508 of the Clean Water Act (33 U.S.C. 1368);
    c. Executive Order 11738;
    d. Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPS's List of Violating Facilities

C. **Suspension and Debarment Certifications:** The USDA Certification Regarding Debarment must accompany this proposal and each **subsequent** additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

D. **Lobbying**: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration

E. **Energy Policy and Conservation Act:** The Vendor shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. **Contract Work Hours and Safety Standards Act Compliance:** In the performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

G. **The Certification Regarding the Iran Contracting Act**

H. **The Contractors Certification** - Regarding Drug-Free Workplace

I. **The Contractors Certification** - Alcoholic Beverages and Tobacco-Free Workplace

J. **The Contractors Certification** – Workers' Compensation

K. **Equal Opportunity**

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written. Bidder's signed Bid and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

DISTRICT
Alum Rock Union Elementary School District
By: _____

Title: _____

Address:
2930 Gay Avenue
San Jose, CA 95127
Phone No: (408) 928-6903

Fax No: (408) 928-6413

PROVISIONER
Dave Greer
By: Dave Greer 6/12/2025

Title: Sales

Address:
2687 w valley rd
Friday harbor, wa 98205

Phone No: 7632267171
Fax No. Na

PROPOSER: PERMANENT AGRICULTURE INC.

Alum Rock 725 Products Bid Item List RFP No. 2526-CNOM Attachment "2I"

Instructions :

Please note: pricing must be submitted in Excel or Google Sheet format. The item list will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps:

1. Click "File" in the top left corner
2. Choose "Download"
3. Add your company name to the file name
4. Enter your data into your downloaded document and submit this with your proposal

Bidders are not required to bid on all items. The District may award to multiple bidders. Please write "NO BID" on items you are not bidding on.

Instructions:

The following Bid list spreadsheet includes Columns for each month of the contract period. The quantities of items listed represent usage for the full contract term (a full school year). The District may purchase these items at an exact date over the course of the year or purchase a larger percentage during certain months based on seasonality and timing. The Bidder should indicate a fixed price, for each month by filling out a column. If pricing remains the same month over month, please indicate this by filling in pricing for each month.

Bidders are not required to bid on all products, the Bidder may bid on all or some products. If the Bidder has additional items not included in the item list for the District to consider, the Bidder may add them to the list below the items already included. Please download this item list and enter data electronically and turn in the bid electronically in spreadsheet format. Bidder's should enter prices into every month that wish to be evaluated. Insert 0 if a item is not available in another month. Prices must be given per pound.

Organic and Conventional Pricing: If the Proposer is offering a bid on a single item, both conventional and organic, Proposer should insert an additional row (duplicate).

Additional Items: If you have additional items you would like to offer, please add them below the "Additional Items" Line

Product Requested (Whether, Ready to Eat, and/or Par-Cut requested if specified)	Estimated Annual Total Volume (Lbs)	Pack Size	Estimated Monthly Volume when in Season (Pack)	Variety Offered	Product Attributes (Certifications, Growing Practices)	Pack Size Offered (Average Case Count AND Weight	Quality (If other than Grade #1)	Jan Volume (pack)	Jan Price/ (pack)	Feb Volume (pack)	Feb Price/ (pack)	Mar Volume (pack)	Mar Price/ (pack)	Apr Volume (pack)	Apr Price/ (pack)	May Volume (pack)	May Price/ (pack)	June Volume (pack)	June Price/ (pack)	July Volume (pack)	July Price/ (pack)	Aug Volume (pack)	Aug Price/ (pack)	Sept Volume (pack)	Sept Price/ (pack)	Oct Volume (pack)	Oct Price/ (pack)	Nov Volume (pack)	Nov Price/ (pack)	Dec Volume (pack)	Dec Price/ (pack)	The 1-2 Farm Suppliers by Highest Anticipated Volume	Notes
Apple, Gala	9000																																	
Apple, Red	6000																																	
Asian Pear	200	40 CT CS	20	Hosui, Shinseiki	Organic Certified																					200	$1.50	200	$1.50	200	$1.50			Straus, Honeyrun
Apples, Arkansas Black	295	40LB VF	99		Organic Certified	40 LB VF		100	$1.30	100	$1.30																							Cuyama
Apple, Fuji	675	113 CT	251		Organic Certified	113 CT		1000	$1.40	1000	$1.40	1000	$1.45	1000	$1.45													1000	$1.45	1000	$1.45	1000	$1.40	Cuyama
Apple, Gala	33	113 LVS CT CS	9		Organic Certified	125 CT		250	$1.40																			250	$1.40	250	$1.40	250	$1.40	Cuyama
Apple, Gala	458	138 CT CS	111		Organic Certified	40 LB VF		800	$1.30																			800	$1.30	800	$1.30	800	$1.30	Cuyama
Apple, Golden Delicious	170	5/LB CS	43		Conventional			NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
Apple, Honey Crisp	294	138 CT CS	84		Organic Certified	125 CT																												Cuyama
Apple, Jonagold	75	100/125 CT	7		Organic Certified	100-125 CT																												Primavia, Live Earth
Apple, Pink Lady	328	138 CT CS	93		Organic Certified	40 LB VF																												Cuyama
Apple, Pippin	75	36 LB VF	22		Organic Certified	40 LB VF		100	$1.30	100	$1.30	100	$1.30	100	$1.30																			Live Earth
Apricot, Schools	50	100-130 CT CS	14	Apples, Tinseed, Coral Cot, Earlicot	Organic Certified	5 LVS 25 LB CS								100	$2.25	100	$2.25	100	$2.25	100	$2.25													Honeygrown, Kiwit
Arugula	9	24 CT CS	3					NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
Avocado, Hass	38	48 CT	10					NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
Beet, Golden	11	25LB CS	3		Organic Certified	25 LB		250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	Terra Firma, World's Finest
Beet, Red	20	25LB CS	6		Organic Certified	25 LB		250	$1.40	250	$1.40	250	$1.40	250	$1.40	250	$1.40	250	$1.40	250	$1.40	250	$1.40	250	$1.40	250	$1.40	250	$1.40	250	$1.40	250	$1.40	Terra Firma, World's Finest
Bento, Straw	46	20 1LB	11	Wolfberry, Proteina, Allbon	Organic Certified	6 X 1 LB						50	$4.67	100	$4.40	150	$4.40	150	$4.40	150	$4.40	150	$4.40	150	$4.40	150	$4.40	150	$4.40					Buzzo, Woodly Crown
Blueberries	3,774	12 CS 6#1	753	Snow cheese, Spring high, Wesselmann, Sutter blue, Ventura	Organic Certified	12 X 6 OZ				100	$4.45	200	$4.00	250	$3.90	2000	$3.90	2000	$4.00													Homegrown
Broccoli	70	20 LB CS	23		Organic Certified	20 LB CS		150	$1.50	150	$1.50	150	$1.50	150	$1.50	150	$1.50	150	$1.50	150	$1.50	150	$1.50	150	$1.50	150	$1.50	150	$1.50	150	$1.50	150	$1.50	D&S, Terra Firma
Cabbage, Green	9	45 LB CS	3		Organic Certified	45 LB CS		250	$0.75	200	$0.75	200	$0.75	250	$0.75	250	$0.75	250	$0.75	250	$0.75	250	$0.75	250	$0.75	250	$0.75	250	$0.75	250	$0.75	250	$0.75	Anderson, Pinnacle
Cabbage, Green Rose	25	25 LB	8		Organic Certified	25 LB CS		200	$1.50	200	$1.50															250	$1.50	250	$1.50	250	$1.50	250	$1.50	Arrant, Pinnacle
Cabbage, Red	2	45 LB CS	1		Organic Certified	45 LB CS		250	$0.85	200	$0.85	200	$0.85	250	$0.85	250	$0.85	250	$0.85	250	$0.85	250	$0.85	250	$0.85	250	$0.85	250	$0.85	250	$0.85	250	$0.85	American, Pinnacle
Carrot, Jumbo	9	25LB	2	Nantes	Organic Certified	25 LB		250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	Sunrise, Terra Firma
Carrot, Loose	521	2LB	75	Nantes	Organic Certified	25 LB		250	$1.30	250	$1.30	250	$1.30	250	$1.30	250	$1.30	250	$1.30	250	$1.30	250	$1.30	250	$1.30	250	$1.30	250	$1.30	250	$1.30	250	$1.30	Sunrise, Terra Firma
Cartot, Rainbow	29	24 CT CS	9		Organic Certified	24 CT 1 LB		100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	Sunrise, Primavia	Pricing is per bunch
Cauliflower HD	279	5/cm	86		Organic Certified	12 HD CT CS		250	$1.50	200	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	250	$1.50	D&S, Pinnacle
Celery	39	6H	11		Organic Certified	24 30 CT CS		150	$2.50	150	$2.50	150	$2.50	150	$2.50	150	$2.50	150	$2.50	150	$2.50	150	$2.50	150	$2.50	150	$2.50	150	$2.50	150	$2.50	150	$2.50	Pinnacle, Live Earth
Chard, Rainbow	9	24 Bunch CS	3		Organic Certified	24 CT CS		100	$1.25	100	$1.25	100	$1.25	100	$1.25	100	$1.25	100	$1.25	100	$1.25	100	$1.25	100	$1.25	100	$1.25	100	$1.25	100	$1.25	100	$1.25	Seeds & Plow, MR	Pricing is per bunch
Chicoria, Plain	51	9LB EA	15					NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
Chile, Jalapeno	468	1/LB	139		Organic Certified	10 LB CS																				400	$2.50	400	$2.50	400	$2.50			JAG, Pinnacle
Chile, Sweet Pepper	2	10CT CS	1	Lunchbox	Organic Certified	10 LB CS																				200	$3.15	200	$3.15	200	$3.15			Woodly Crown, Pinnacle
Cilantro	1,347	Bag Each	393		Organic Certified	30 CT CS		2000	$0.95	2000	$0.95	2000	$0.95	2000	$0.95	2000	$0.95	2000	$0.95	2000	$0.95	2000	$0.95	2000	$0.95	2000	$0.95	2000	$0.95	2000	$0.95	2000	$0.95	World's Finest, Pinnacle	Pricing is per bunch
Celus, Mandarin, Green Satsuma	170	25 LB	49		Pesticide-Free	25 LB CS		250	$3.50																									Calcon
Celus, Mandarin, Tango Easy Peel	294	25 LB	85		Pesticide-Free	25 LB CS		250	$3.50	250	$3.50	250	$3.50	250	$3.50											2000	$1.20	2000	$1.20	1000	$1.20			Calcon, Pinnacle
Cucumber	1,530	24 CT CS	437		Organic Certified	36 CT CS																												
Egg, Extra Large	57	1/DZ CS	16					NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
Fennel, Bulb, With Greens	21	12 CT	6		Organic Certified	12 CT CS		50	$1.60	50	$1.60	50	$1.60	50	$1.60	50	$1.60	50	$1.60	50	$1.60	50	$1.60	50	$1.60	50	$1.60	50	$1.60	50	$1.60	50	$1.60	Seeds & Plow, Pinnacle
Garlic, Whole Cotoned Bulb	42	Each	12		Organic Certified	30 LB CS																				100	$5.50	100	$5.50	100	$5.50			Seeds & Plow, Pinnacle
Ginger, Fresh	38	1/LB	23					NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
Grapes, GRN Seedless	412	18 LB CS	139	Hunni, Timpson, Great Green, Autio, Sweet Globe, Autumn King	Organic Certified	18 LB CS																				400	$2.95	400	$2.95	400	$2.95			Homegrown, Murray
Grapes, Red Seedless	1,156	18 LB CS	330	Flame, Scarlet Royal, Allison, Jeni Sarah, Magenta, Tenaz, Krissy, Autumn Royal	Organic Certified	18 LB CS																				1430	$2.95	1430	$2.95	1430	$2.95			Homegrown, Murray
Green Bell	25	5 LB Bag	7		Organic Certified	25 LB CS																				100	$1.75	100	$1.75	100	$1.75			Straus, Pinnacle
Green Cabbage	679	1/EA	194		Organic Certified	50 LB CS		200	$0.75	200	$0.75	200	$0.75	200	$0.75	200	$0.75	200	$0.75	200	$0.75	200	$0.75	200	$0.75	200	$0.75	200	$0.75	200	$0.75	200	$0.75	Anderson, Pinnacle
Greens, Baby Spinach	33	4 LB	9		Organic Certified	4 LB CS		200	$3.95	200	$3.95	200	$3.95	200	$3.95	200	$3.95	200	$3.95	200	$3.95	200	$3.95	200	$3.95	200	$3.95	200	$3.95	200	$3.95	200	$3.95	Jacksol
Herb, Chives Clamshell	2	4oz Each	1		Organic Certified	1 LB BAG		50	$7.75	50	$7.75	50	$7.75	50	$7.75	50	$7.75	50	$7.75	50	$7.75	50	$7.75	50	$7.75	50	$7.75	50	$7.75	50	$7.75	50	$7.75	Seeds, Buena Vista
Herb, Cilantro	5	30 bu	1		Organic Certified	30 CT CS		3000	$0.95	3000	$0.95	3000	$0.95	3000	$0.95	3000	$0.95	3000	$0.95	3000	$0.95	3000	$0.95	3000	$0.95	3000	$0.95	3000	$0.95	3000	$0.95	3000	$0.95	World's Finest, Pinnacle	Pricing per bunch
Herb, Mint Bunch	93	Each	27		Organic Certified	1 LB BAG		100	$4.50	100	$4.50	100	$4.50	100	$4.50	100	$4.50	100	$4.50	100	$4.50	100	$4.50	100	$4.50	100	$4.50	100	$4.50	100	$4.50	100	$4.50	Seeds, Buena Vista
Jicama	2,205	CS	441		Conventional	50 LB CS																				2500	$0.95	2500	$0.95					Valley, Sweet Valley
Kiwi	796	4.7 LB	227	Hermosillo, Hayward	Organic Certified	25 LB CS		1000	$2.50	1000	$2.50	1000	$2.50																					Nisei River, Blossom Bluff
Kumquat	21	10 LB CS	15		Conventional			NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
Lettuce, Butter Head	9	Each	3		Organic Certified	24 CT CS		25	$1.01	25	$1.01	25	$1.01	25	$1.01	35	$1.65	25	$1.65	25	$1.65	25	$1.65	25	$1.65	25	$1.65	25	$1.65	25	$1.65	25	$1.65	Olus, Sunrise	Price per head
Lettuce, Gin Leaf	2,513	Head Each	675		Organic Certified	24 CT CS		2500	$1.45	2500	$1.45	2500	$1.45	2500	$1.45	2500	$1.45	2500	$1.45	2500	$1.45	2500	$1.45	2500	$1.45	2500	$1.45	2500	$1.45	2500	$1.45	2500	$1.45	Pinnacle, Sunrise	Price per head
Lettuce, Iceberg	5,897	Head Each	1,585		Organic Certified	12 CT CS		7000	$1.55	7000	$1.55	Rain	$1.55	7000	$1.55	7000	$1.55	7000	$1.55	7000	$1.55	Rain	$1.55	7000	$1.55	7000	$1.55	7000	$1.55	7000	$1.55	7000	$1.55	Lakeside	Price per head
Lettuce, Little Gem	39	24 CT CS	11		Organic Certified	24 CT CS		100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	Olus, Sunrise	Price per head
Lettuce, Mixed Variety	73	24 CT CS	9	Red Leaf, Green Leaf, Butter, Solarbena Little Gems	Organic Certified	24 CT CS		100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	100	$1.65	Olus, Sunrise	Price per head
Lettuce, Radicel	330	Head Each	29		Organic Certified	24 CT CS		200	$1.45	200	$1.45	200	$1.45	200	$1.45	200	$1.45	200	$1.45	200	$1.45	200	$1.45	200	$1.45	200	$1.45	200	$1.45	200	$1.45	200	$1.45	Pinnacle, Sunrise	Price per head
Lettuce, Rom Heart	13	48 5 CT BAG	4		Organic Certified	12x5 CT CS		100	$0.85	100	$0.85	100	$0.85	100	$0.85	100	$0.85	100	$0.85	100	$0.85	100	$0.85	100	$0.85	100	$0.85	100	$0.85	100	$0.85	100	$0.85	Lakeside	Price per head
Lettuce, Romaine	3,633	Head Each	962		Organic Certified	24 CT CS		2000	$1.55	2000	$1.55	2000	$1.55	2000	$1.55	2000	$1.55	2000	$1.55	2000	$1.55	2000	$1.55	2000	$1.55	2000	$1.55	2000	$1.55	2000	$1.55	2000	$1.55	Pinnacle, Sunrise	Price per head
Lettuce, Salanova	42	1/LB	12		Organic Certified	24 CT CS		100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	100	$1.60	Seeds & Plow, Sunrise	Price per head
Melon, Water Seedless	5	8 CT CS	2		Organic Certified	8 8 CT CS																				100	$1.50	100	$1.50	100	$1.50			Pinnacle, Seeds & Plow
MR MEDLEY TOMATO	12	EA	6		Organic Certified	12x1 #1 CS																				100	$3.75	100	$3.75	100	$3.75			Calwan, Seeds & Plow	Price per pint
Nectarine	575	Loose 80-100CT 72 LB CS	365	Zee Fire, Honey Spring, Red Ryan, Rose Bright, Honey Lee, Honey Blaze, Honey Fire, Spring Flare, Summer Flare, Crystal Bright, Honey Royale, August Bright, Late Red Jen, Autumn Bright, September Bright, Polar Mist, Carpinos Pearl, Nick, Majestic Pearl, Candy Pearl, White Lou, Polar Snow	Pesticide-Free	18 LB CS										700	$3.75	700	$3.75	700	$3.75	700	$3.75	700	$3.75	700	$3.75	700	$3.75	700	$3.75	700	$3.75	700	$3.75	Calcon, Homegrown	
Onions, Red	3	50 LB CS	2		Organic Certified	45 LB CS		NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	250	$1.25	250	$1.25	250	$1.25	250	$1.25	250	$1.25	Pinnacle, Terra Firma
Onion, Green Bunch	450	Each	125																							1000	$1.15	1000	$1.15	1000	$1.15	1000	$1.15	Pinnacle, Terra Firma
Onion, White	853	1/LB	235		Organic Certified	45 LB CS																				1000	$1.50	1000	$1.50	1000	$1.50	1000	$1.50	Pinnacle, Terra Firma
Onion, Yellow Jumbo	252	1LB Bag	47		Organic Certified	45 LB CS																				1000	$1.50	1000	$1.50	1000	$1.50	1000	$1.50	Pinnacle, Terra Firma
Orange, Navel	963	220-67LB CS	152		Pesticide-Free	18 LB CS		500	$1.10	500	$1.10	500	$1.10																					Calcon
Orange, Cara Cara	276	1/EA	75		Pesticide-Free	18 LB CS		500	$1.10	500	$1.10																							Calcon
Orange, Valencia Schools	68	138 CT CS	17		Organic Certified	138 CT CS								250	$1.30	250	$1.30	250	$1.30	250	$1.20	250	$1.20	250	$1.20	250	$1.20							
Parsley, Curly	99	EA	28		Organic Certified	10 CT CS		200	$1.50	200	$1.50	200	$1.50	200	$1.50	200	$1.50	200	$1.50	200	$1.50	200	$1.50	200	$1.50	200	$1.50	200	$1.50	200	$1.50	200	$1.50	Luna, Pinnacle	Price per bunch
Persimmon	108	40 CT CS	29	Fuyu	Organic Certified	40 LB CS																				200	$2.50	200	$2.50	200	$2.50	200	$2.50	Nisei River, Homegrown	
PEACH, SCHOOL LODGE	273	50-1/2CT CS	78	Ivories, Whitekiss Tuhs, Spring Flame, Crimson Lady, June Time, Vista, Country Sweet, Early Rich, Santa Rich, Ruffcheek, Zee Rich, Summer Flame, Sweet Dream, Sunfire Gold, Lady Ann, Zee Lady, Snow Fire, Aspen, Sandy Snow, Galaxy White, Sutter Gem, Sweet, Snow Giant, Snow King	Pesticide-Free	18 LB CS										700	$3.75	700	$3.75	700	$3.75	700	$3.75	700	$3.75	700	$3.75	700	$3.75	700	$3.75	700	$3.75	700	$3.75	Calcon, Homegrown	
PEAS, SNAP	7	LB	2		Organic Certified	10 LB CS								200	$3.00	200	$3.00	200	$3.00															Seeds & Plow
PEAS, SNOW	133	LB	38	Green Pyrdon	Organic Certified	10 LB CS								200	$3.00	200	$3.00	200	$3.00															Seeds & Plow
PERSIAN CUCUMBER	388	1/EA	111		Organic Certified	23 LB CS														500	$1.40	500	$1.40	500	$1.40	500	$1.40	500	$1.40	500	$1.40			JAG
PLUM, LOOSE	709	56-1 #1CT CS	202	Black Spire, Black Splendor, Black Amber, Dawn T, Ebony Rose, Fier, Black Kat, Angeleno, Red Heaven, Hiromi Red, Crimson Glo, Showtime, Festival Red, Fortune, Honey Punch, Flavor Queh, Flavor Fall, Fall Fiesta	Organic Certified	25 LB CS														400	$1.75	400	$1.75	400	$1.75	400	$1.75									Calwan, Blossom Bluff
POTATO, SCHOOLS	50	22 LB CS	14		Organic Certified	25 LB CS																				100	$1.10	100	$1.10	100	$1.10	100	$1.10	Calwan, Blossom Bluff
POTATO, FINGLING BANANA	22	25LB CS	6		Organic Certified	25 LB CS		250	$2.95	200	$2.95	200	$2.95													250	$2.95	250	$2.95	250	$2.95	250	$2.95	Seeds & Plow, Straus
POTATO, FINGLING MIX	5	25LB CS	2		Organic Certified	25 LB CS		250	$2.95	200	$2.95	200	$2.95													250	$2.95	250	$2.95	250	$2.95	250	$2.95	Seeds & Plow, Straus
POTATO, RUSSET	157	95 1/50CT CS	51																							250	$1.45	250	$1.45	250	$1.45	250	$1.45	Finnacle, Woody Crown
RADISH	425	LOOSE LB	133	Rock, Easter Egg	Organic Certified	24 BU CS		100	$1.50	100	$1.50	100	$1.50	100	$1.50	100	$1.50	100	$1.50	100	$1.50	100	$1.50	100	$1.50	100	$1.50	100	$1.50	100	$1.50	100	$1.50	Finnacle, Woody Crown	Price per bunch

| | | |

7.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 26, 2025

Subject: **Request for Approval of RFP No. 2526-CNS06 Farm to School Fresh Produce for 2025-2026 School Year**

Support Information: Child Nutrition Services Program (CNS) solicited RFP for Farm to School Fresh Produce following the federal competitive bid procedures in alignment with our commitment to providing locally sourced, fresh, and high-quality produce to students. The RFP was publicized for two weeks via San Jose Mercury News, ARUSD website, and was e-mailed to ten potential vendors. On bid opening day, we received four RFPs from Permanent Agriculture Inc., Fresno BIPOC, Spork Food Hub, and Yeyi Organics Inc. To ensure a diverse selection of seasonal local produce, CNS recommends awarding contracts to these four vendors based on pricing, meeting local geographic preference, supporting socially disadvantaged farmers and ranchers, service reliability and past performance, and enhancing the availability of seasonal produce.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Fund 13 - Cafeteria Fund

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the bid and contract with Fresno BIPOC in the amount of $50,000.

Submitted by: Denisse Mendez Title: Director of Child Nutrition Services

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

To the Board of Trustees: Meeting: June 26, 2025
Regular Board Meeting

Recommend Approval

7.4
Agenda Placement

German Cerda
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

PRICING

Below are the proposed costs by each responsive Bidder.

Bidder	Total of Extended Cost of Produce for 2025-26 School Year
Permanent	211,500.00
Fresno	45,000.00
Spork	166,500.00
Yeyi	22,500.00

EVALUATION CRITERIA

In addition to price, the department scored other factors, which are outlined below, along with the final total score for each bidder.

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20
Traceability	100% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process and can provide farm and/or brand name and location on invoices. Can currently produce reports to show % of local products provided, including farm name and origin. 80% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process for showing documentation of product sourcing. Can currently produce reports to show % of local products provided. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	10
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery.	- Reference forms - Responses to Questions Labeled "Delivery	10

	75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	Specifications - " in Vendor Questionnaire	
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	5
Local Geographic Preference	100% of max points: 100% of local farms that were sourced from to supply produce to school districts in 2023-24. (local here defined as within 150 miles of the district). 75% of max points: 80% or more of local farms that were sourced from to provide produce to school districts in 2023-24. (local here defined as within 150 miles of the district) 0% of max points: Less than 80 percent of local farms that were sourced from to provide produce to school districts in 2024-25. (local here defined as within 150 miles of the district)	Responses to Questions Labeled "Local Geographic Preference-" Proposer Supplied from this farm to schools in the 2024 - 2025 School Year Column in Supplier List	15
Supporting Socially Disadvantaged Farmers or Ranchers	100% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 50% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers OR plan with goals in	Responses to Questions Labeled "Supporting SDFRs -" in Vendor Questionnaire	5

	place to increase support of Socially Disadvantaged Farmers or Ranchers. 0%: Do not have processes in place for collecting optional self-identification of producers as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.		
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and	100% of Max Points: Proven ability to provide excellent service as demonstrated by	- Reference forms - Responses to	15

Past Performance	references, vendor questionnaire, and past experience and reputation as determined by the District, that show: Prompt responses and satisfactory resolution to requests for information and complaints & issues Courtesy and responsiveness to all district personnel at all times Ready access to decision-making executives and assigned point of contact. Ability to meet sourcing goals Fully staffed delivery driver support. Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - District past experience and Vendor reputation	
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	5

	If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.		
Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	5
Vendor Consultation	100% of Max Points: Bidder's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to the school district for a minimum of 2 hours per month. 0 Points: Bidder is unable to provide consultation for a minimum of 2 hours per month.	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	5
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale	5

	have supplied from a small to mid-scale farm in the past school year to a school district.	Farm (<$350K Annual Gross Revenue), Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	
Products delivered within 120 hours of harvest	100% of Max Points: All products delivered within 120 hours of harvest 0 Points: Unable to deliver all products within 120 hours of harvest	- Responses to Questions Labeled "Products delivered within 120 hours of harvest - " in Vendor Questionnaire	10
Diversified Production	100% of Max Points: All products are sourced from farms that grow no less than five crops per 500 acres. 0 points: Unable to source all products from farms that grow no less than five crops per 500 acres.	- Responses to Questions Labeled "Diversified Production - " in Vendor Questionnaire -#Acres and # Crops Columns in Supplier/Subcontractor List	10
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale Farm (<$350K Annual Gross Revenue),	5

		Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	
Delivery Locations	100% of Max Points: Bidder is able to deliver to the District Warehouse (2390 Gay Avenue, San Jose, CA 95127) and Ocala STEAM Academy (2800 Ocala Avenue San Jose, CA 95127) between 6-7 am, two times per week on Monday, Wednesday and/or Friday. 0% of Max Points: Bidder is not able to meet the requested delivery specifications.	-Responses to Questions Labeled "Delivery Locations" -Supplier/Subcontractor List	3
Food Hub Support	100% of Max Points: Bidder is a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center. 0% of Max Points: Bidder is not a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center.	-Responses to Questions Labeled "Food Hub Support"	5

Environmental Sustainability Strategies	100% of Max Points: Are supplied by vendors certified with the any of the following certifications: USDA Organic Certified, USDA Transitional Organic Certified, Regenerative Organic, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, Other Climate Smart Practices	Certifications and Growing Practices Column in Certifications and Growing Practices Column in Supplier/Subcontractor List	5
Supporting Women, Veteran, and Disabled Farmers	Supporting Women, Veteran, and Disabled Farmers	Women, Veteran and/or Disabled Farmer-Owned Column Supplier List	3
TOTAL POINTS:			**156**

Final Scores per Bidder

Bidder	Score
Spork Food Hub	126
Permanent	123.5
Fresno BIPOC	126.5
Yeyi	125.5

Reviewers
Denisse Mendez, Director, Child Nutrition Services
Katrina Zhang, Coordinator, Child Nutrition Services
Tim Wilkinson, Bid Coordinator, Shared Plate Strategies LLC

Attached you will find the complete bid packages for Permanent Agriculture Inc., Spork Food Hub, Fresno BIPOC, Yeyi Organics.

Links to the complete bid package for winning bidder, Pacific Rim Produce, can be found here:
Fresno BIPOC

All bids are available by request.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL
RFP No. 2526-CNS06
Farm to School Fresh Produce

Submit proposals and all questions/inquiries to:

Alum Rock Union Elementary School District
Child Nutrition Services Department
2930 Gay Avenue
San Jose, CA 95127

Denisse B. Mendez, Director
Office: 408-928-6905
denisse.mendez@arusd.org

Proposals Due:
May 30, 2025 at 3:00 PM PST

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP SCHEDULE OF EVENTS

Date	Event
May 9, 2025	Release and advertisement of RFP No. 2526-CNS06
May 16, 2025	Pre-Bid Conference (if needed)
May 23, 2025	Deadline for submission of written questions to the District concerning RFP No. 2526-CNS06
May 30, 2025	Deadline for all submissions of RFP No. 2526-CNS06
May 30 - June 6, 2025	Evaluation of Proposals
May 30 - June 6, 2025	Vendor Interviews (if necessary)
June 6, 2025	Estimated date of RFP Award Notification/s sent out
June 26, 2025	Estimated date of approval and award by the Board of Trustees
July 1, 2025	Contract Start Date

ARUSD will use every effort to adhere to the schedule. However, ARUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at https://www.arusd.org/district/departments/business-services/child-nutrition-services/cns-requisition-for-proposals.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Denisse B. Mendez
Director of Child Nutrition Services
denisse.mendez@arusd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

NOTICE TO BIDDERS

REQUEST FOR PROPOSAL No. 2526-CNS06

The Alum Rock Union Elementary School District will receive a sealed Request for Proposal (RFP) from providers of commercial food products and services for the District's Child Nutrition Program.

Sealed Bids must be received prior to **May 30, 2025 at 3:00 PM PST**

Provider to submit:
(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Sealed Proposal packages shall be delivered to the **Child Nutrition Services Department** no later than **May 30, 2025 at 3:00 PM PST.**

Electronic version Proposals will be submitted with the following sections saved as separate files. and clearly labeled.

1. HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
2. Item List (filled out) in spreadsheet format.
3. Item List in PDF format
4. Supplier List (filled out) in spreadsheet format
5. Supplier list in PDF format
6. Completed questionnaire
7. The remaining portions of the proposal may be saved as one file. Items 1-4 may be included in this file, but must be saved separately under their own file names as well.
8. If applicable, a folder labeled "Redacted Copies" of all documentation including redactions, with labels including "REDACTED," and signed Public Records Act Certification Form.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127, between the hours of 8:00am - 3:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal **will not be accepted.** The District can request the price sheet attachment in Excel format.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Child Nutrition Services
2930 Gay Avenue
San Jose, California 95127
Telephone (408) 928-6903

REQUEST FOR PROPOSAL (RFP)- COVER SHEET

Farm to School Fresh Produce

REQUEST FOR PROPOSAL No. 2526-CNS06

This is a request for proposal (RFP) for Farm to School Fresh Produce (RFP No. 2526-CNS06) for the Alum Rock Union Elementary School District 2025-2026 school year. An RFP packet may be obtained from the Child Nutrition Services Department website or by calling 408-928-6905 or emailing Denisse Mendez at denisse.mendez@arusd.org. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

MAIL PROPOSAL TO:

The RFP shall be mailed to the attention of:

Alum Rock Union Elementary School District
Child Nutrition Services Department, BLDG #500
2930 Gay Avenue, San Jose CA 95127
ATTN: Denisse B. Mendez
Farm to School Fresh Produce (RFP No. 2526-CNS06)

U.S. DEPARTMENT OF AGRICULTURE NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

PROPOSAL SUBMISSION CHECKLIST - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name: Fresno BIPOC Produce Inc.

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ☐ Proposal Submission Checklist (Attachment 1, this form)
- ☐ Request for Proposal Signature Page (Attachment 2)
- ☐ Evaluation Criteria (Attachment 3)
- ☐ Vendor Questionnaire (Attachment 4)
- ☐ References with at least 3 References (Attachment 5)
- ☐ Non Collusion Affidavit (Attachment 6)
- ☐ Bidder's Statement Regarding Insurance Coverage (Attachment 7)
- ☐ Worker's Compensation Insurance Certification Form (Attachment 8)
- ☐ Drug Free Workplace Certification (Attachment 9)
- ☐ Equal Opportunity Employment (Attachment 10)
- ☐ Fingerprint Clearance/Criminal Background Investigation (Attachment 11)
- ☐ Suspension and Debarment Certification (Attachment 13)
- ☐ Certification Regarding Lobbying (Attachment 14)
- ☐ Iran Contracting Act of 2010 Compliance Affidavit (Attachment 15)
- ☐ Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 16)
- ☐ Clean Air and Water Certification (Attachment 17)
- ☐ Itemized Bid List (Attachment 18)
- ☐ Buy American Certification Form (Attachment 18)
- ☐ China Prohibition Certification (Attachment 19)
- ☐ Redacted Submittal Request For California Public Records Act (Attachment 20)
- ☐ Itemized Bid List (Attachment 21)
- ☐ Supplier List (Attachment 22)
- ☐ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- ☐ Agreement (Page 33)
- ☐ Addenda

GENERAL TERMS AND CONDITIONS

1. **GENERAL** - This information to bidders is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Denisse B. Mendez at the address listed below, email ***denisse.mendez@arusd.org*** or for document assistance, call Denisse B. Mendez at (408) 928-6905.

2. **RFPS** - To receive consideration, Proposals shall be made per the following instructions. The Alum Rock Union Elementary School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All bidders will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Alum Rock Union Elementary School District – Attention – Denisse B. Mendez no later than 3:00 pm **May 23, 2025**. E-mail questions to ***denisse.mendez@arusd.org***. The Alum Rock Union School District shall not be obligated to answer any questions received after the above-specified deadline or any inquiries submitted in a manner other than those instructed above.

3. **INFORMATION ABOUT THE DISTRICT** - The District is located in Santa Clara County and has an estimated student enrollment for the 2025 - 2026 school year of approximately 7,500 students. The District has 6 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

   The District is seeking to:
   a. Ensure that students are receiving high quality produce,
   b. Purchase high quality produce at the best possible price,
   c. Offer more California grown produce, including 100% locally grown produce under the contract(s) resulting from this RFP,
   d. Offer produce that is fresh and locally grown from small- to mid-scale farmers, including socially disadvantaged farmers and ranchers, and women farmers, using organic and regenerative practices whenever possible.
   e. Partner with produce vendor(s) that will provide excellent customer service.
   f. Partner with a produce vendor that supports local farmers
   g. Support Local Food Hub(s)
   h. The District's intent is to enter into long-term professional relationships with the successful firm(s). We are looking for partners with experience, and financial stability, who utilize data, technology and industry knowledge and expertise to continually support The District and farmers to thrive while meeting the District's Farm to School and operational goals.

   See section 29 for the District's definition of local, organic and Socially Disadvantaged Farmers.

4. **DEADLINE FOR RECEIPT OF RFPS** - RFPs must be received before 3:00:00 p.m. on **May 30, 2025**. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the bidder, and submitted to:

Alum Rock Union Elementary School District
Child Nutrition Services
Attn: Denisse B. Mendez
2930 Gay Avenue
San Jose, CA 95127

- It is the Vendor's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.
- The Alum Rock Union Elementary School District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.
- Questions regarding the RFP and RFP documents will only be accepted if submitted in writing. Submit questions to Denisse B. Mendez by email: denisse.mendez@arusd.org or fax: (408) 928-6413. To receive consideration, RFPs/Proposals shall be made by the following terms:

5. **THE RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP. An authorized officer shall sign the RFP under the correct firm name.

6. **"FAX" RFPs** - Facsimile copies of RFPs are not accepted.

7. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; an RFP that meets all of the specifications outlined in the RFP.

8. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the bidders before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.

9. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

10. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or of similar intent is considered as non-responsive to the particular item.

11. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). . Errors may be crossed off and corrections made before RFP opening only and must be initialed by the person signing the RFP or the bidder's authorized representative. If there should be a decrease in prices of the items bid during the contract period, a corresponding reduction in costs on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect. Still, for fixed price items, at no time shall the prices charged to the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the contractor to any other school district or state, county, municipal, or local governmental agency in Santa Clara County for products listed herein.

Monthly Seasonal Fixed Price Items – The Itemized Bid list spreadsheet includes Columns for each month of the contract length. The quantities of items listed represent usage for the full contract term (a full school year). The District may purchase these items at an even rate over the course of the year or purchase a large percentage during certain months based on Seasonality and Pricing. The Bidder should indicate fixed pricing for each month by filling out a column. Bidders are not required to bid on all products, the Bidder may bid on all or some products. If the Bidder has additional items not included in the item list for the District to consider, the Bidder may add these to the list below the items already included. Please download the item list and enter data electronically and turn in the list electronically in spreadsheet format. Bidders should enter prices into every month they wish to be evaluated, even if it is identical data to another month.

ii. Itemized Bid List – The District's Itemized Bid List is attached hereto. If the District specifies a variety in the "Item" column, the Bidder should respond based on the listed variety. If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a seasonal variety, then the District will only accept non-commodity and/or specialty varieties. The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. Proposals need to include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not

list the pound price). Note in the origin column the origin of all items following the USDA Country of Origin Labeling Law and specify any product that is grown/produced in California. In the same column, note the country of origin of which any canned fruit and vegetables are grown/produced. Bidder is responsible for converting any differences in pack size to the same total volume as requested. For any Individually Wrapped (IW) items, the ½ cup portion size is listed. Do not offer other unit sizes for the IW items and/or convert to a different pack size in the Itemized Bid List for those items.

iv. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.

v. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

12. **SUPPLIER LIST** - Supplier list should be filled out with accurate and up to date information on expected growers and suppliers. Information should be entered into the provided spreadsheet and submitted in electronic spreadsheet format.

13. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). Errors may be crossed off and corrections made before RFP opening only and must be initialed by the person signing the RFP or the bidder's authorized representative. If there should be a decrease in prices of the items bid during the contract period, a corresponding reduction in costs on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect. Still, for fixed price items, at no time shall the prices charged to the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the contractor to any other school district or state, county, municipal, or local governmental agency in Santa Clara County for products listed herein.

Monthly Seasonal Fixed Price Items – The Itemized Bid list spreadsheet includes Columns for each month of the contract length. The quantities of items listed represent usage for the full contract term (a full school year). The District may purchase these

items at an even rate over the course of the year or purchase a large percentage during certain months based on Seasonality and Pricing. The Bidder should indicate fixed pricing for each month by filling out a column. Bidders are not required to bid on all products, the Bidder may bid on all or some products. If the Bidder has additional items not included in the item list for the District to consider, the Bidder may add these to the list below the items already included. Please download the item list and enter data electronically and turn in the list electronically in spreadsheet format. Bidders should enter prices into every month they wish to be evaluated, even if it is identical data to another month.

ii. Itemized Bid List – The District's Itemized Bid List is attached hereto. If the District specifies a variety in the "Item" column, the Bidder should respond based on the listed variety. If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a seasonal variety, then the District will only accept non-commodity and/or specialty varieties. The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. Proposals need to include the per pound price.

iv. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.

v. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

14. TAXES - Local, State, or Federal taxes shall not be included in the proposal price term.

15. PERFORMANCE GUARANTEE - The successful bidder(s) may be required to provide a performance guarantee. Such requirements shall be at the discretion of the District's Assistant Superintendent of Business Services. A continuous performance bond of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Assistant Superintendent of Business Services is the preferred form of performance guarantee.

Said bond shall be furnished within (5) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable RFP.

16. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing, and the test shows that the sample does not comply with the RFP specifications, the bidders(s) shall pay the examination cost. In bidding, the bidder(s) certifies that all materials conform to CAL OSHA and all other law requirements. Where applicable standards have been established, all equipment and individual components shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

17. **DISTRICT REQUIREMENTS**- The quantity shown is the estimated consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies, or services listed in the RFP are required during the contract and shall be ordered and purchased from the successful bidder(s). The District shall have the right to issue purchase orders up to and including the last day of the contract period, even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the contract such items as may be required for testing, evaluation, or experimental purposes or special programs of an emergency nature and purchases made by individual schools.

18. **ACCEPTANCE OR REJECTION OF RFP'S** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, also provided that the bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's approval of one or more additional items submitted in the same RFP. RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.

19. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed

within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.

20. **AWARDS** - The District reserves the right to determine that items bid meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Further, the Board of Education reserves the right to accept or reject any RFPs and waive any informality or irregularities in the bidding.

21. **EXECUTION OF CONTRACT-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms, Instructions, and Conditions.

22. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/ invoice shall accompany all shipments.

23. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.

24. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due to the bidder.

25. **INSURANCE** - The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract. ***The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming Alum Rock Union Elementary School District as an additional insured and requiring***

the bidder's insurance to be primary by separate endorsements as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident: $2,000,000 aggregate. Property Damages shall be $1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage at no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Director of Child Nutrition Services, Denisse B. Mendez, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.

26. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127.
The successful bidder shall submit invoices under the same firm name shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.

27. **STATEMENT** - The successful bidder(s) shall render bills and/or statements to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA, 95127, following delivery of materials. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices, and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at the time of delivery and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs (i.e., CACFP and NSLP). A copy of a credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Department. The successful bidder(s) shall submit monthly electronic statements in Excel Format to the following name and address:

Alum Rock Union Elementary School District
Child Nutrition Services
2930 Gay Avenue
San Jose, CA 95127
Attention: Jazzy Nguyen
jazzy.nguyen@arusd.org

The Child Nutrition Service billing cut-off is the 25th of each school month, with the exceptions of the
months of June and September, which shall be the 30th. The monthly statement shall be broken down by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by the Child Nutrition Services Department by the 10th of the following month. Payment by the District will be made within 45 days for service satisfactorily performed by the successful; bidder(s) after receipt of properly documented invoices/statements.

28. **VELOCITY REPORT** - The District reserves the right to request velocity reports for any items ordered throughout the contract Velocity reports will be delivered via email to better assist for inventory tracking purposes.

29. **APPLICABLE 'BUY AMERICAN' PROVISIONS** - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities ARUSD to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture.

    Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports ARUSD working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food and Nutrition Service (FNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

    The Buy American provision applies to ARUSD located in the forty-eight contiguous United States and is one of the procurement standards ARUSD Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by ARUSD.

For products procured by ARUSD for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are:

Meats and meat alternates
Grains
Vegetables
Fruits
Fluid milk
Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by an ARUSD or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by ARUSD. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Non Available articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

ARUSD complies with the California Food and Agriculture Code (FAC) 58596.3, requirement that schools that receive $1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non domestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non-domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery. The request must include the:

(1) Alternative substitute(s) that are domestic and meet the required specifications:

(a) Price of the domestic food alternative substitute(s); and
(b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

(a) Price of the domestic food product; and
(b) Price of the non-domestic product that meets the required specification of the domestic product.

SFAs may document exceptions by maintaining records of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement reviews of local agency procurement practices.

One resource SFAs and State agencies may use in order to document exceptions is the market news reports available from AMS. AMS provides free, unbiased price and sales information on farm commodities at: **https://www.ams.usda.gov/market-news** Using this website, SFAs and State agencies can find third-party verification of cost and availability of domestic and nondomestic foods. Further, SFAs may use the information to communicate alternatives with food suppliers and document purchase decisions.

Regulations require ARUSD to maintain documentation to demonstrate the use of exceptions. Items found on the Federal Acquisitions Regulations (FAR) 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), are exempt from the documentation requirement, but these items must be counted toward the cap on non-domestic purchases when that goes into effect.

The USDA developed an optional Buy American Standard Tracking Form Template that ARUSD can use to track both the exceptions and costs related to non-domestic product purchases. When ARUSD Program Operators purchases a product found on the FAR 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), this must be included on the tracker for the purpose of accurately tracking total non-domestic costs. The CDE encourages the use of the Buy American Tracking Form Template to document the use of exceptions to purchase non-domestic foods under the Buy American provision. The Buy American Standard Tracking Form is available in the CNIPS, Download Forms, Form ID PRU 10.

Documentation must be on file for at least the current year plus three years and must be made available during an on-site administrative review and an off-site procurement review.

I/we
Fresno BIPOC Produce Inc.,
certify that only domestic commodity or food/beverage products will be supplied to ARUSD unless otherwise mutually agreed upon and pre-approved by ARUSD .

Keng Vang 5/29/2025
Signature **Date**

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

ARUSD will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between ARUSD and the vendor and documented.

30. **FOOD HUB SUPPORT** - The District prefers to support local farms by partnering with a local Food Hub. For the purposes of this RFP, Food Hub is as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand."

31. **LOCALLY GEOGRAPHIC PREFERENCE, ORGANIC, and PRODUCED BY SOCIALLY DISADVANTAGED FARMERS PRODUCTS** - The District requires exclusively locally-grown produce be included in response to the RFP. The District defines local in two tiers. The first is California Grown, a requirement. The second is a preference and includes produce growth and harvested within 150 miles of the District. To support sustainable agriculture and the health of farm communities, the District seeks to purchase Organic Certified produce, as demonstrated in the item list. Organic Certified refers to produce that has been certified according to USDA Organic standards. The District also recognizes alternative certifications including USDA Transitional Organic Certified, Regenerative Organic Certified, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, and other Climate Smart Practices. Vendors should clearly indicate which certifications apply to the products they are offering.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

"Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of

a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, Hispanics, and women." Individuals who fall under the SDFR definition must own at least 51% of the farm operation to qualify."

32. **TRACEABILITY** - The selected vendor(s) will be required to provide source identification, including farm name(s), municipal location for all California-Grown products in invoices and usage/velocity reports. When farm name is not available due to product aggregation prior to the product being acquired by the vendor, then supplier name, brand name, and municipal location must be provided for all California-grown products invoices and usage/velocity reports. All products must be California-Grown and labeling must follow USDA labeling requirements.

33. **PUBLIC RECORDS ACT** - Responses to this RFP shall be subject to the provisions of the California Public Records Act. Those elements in each Proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Proposer to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances, will the District be responsible or liable to the Proposer or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Contractors.

    The Proposer, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the RFP and shall hold the District harmless from all costs and expenses, including attorneys' fees, in connection with such action.

34. **CONTRACTING WITH SMALL BUSINESSES** - Per CFR 200.321 the District will provide consideration for contracting with a bidder that falls under the definition of small business provided in the Health and Safety Code 23395.20: " "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars ($10,000,000) or less over the past three years."

35. **CONTRACTING WITH MINORITY OWNED BUSINESS** - Per CFR 200.321 the District will provide consideration for contracting with a bidder that is a minority or women owned business. CFR 4.62 defines a minority or women owned business as "...at

least 51 percent unconditionally-owned by one or more members of a minority group or by one or more women…"

36. **SUPPORTING WOMEN, VETERAN, AND DISABLED FARMERS -** The District will provide consideration to proposers who support Women owned and operated farms, Veteran owned and operated farms, and/or Disabled Farmer owned and operated farms.

37. **ENVIRONMENTAL SUSTAINABILITY STRATEGIES** - The District will provide consideration for contracting with a bidder that is certified in one or more of the following: USDA Organic Certified, USDA Transitional Organic Certified, Regenerative Organic, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, Other Climate Smart Practices

38. **FUEL CHARGES** - No fuel surcharges will be accepted under this contract, and the addition of such charges shall not be permitted during the period of the term of this contract.

39. **MULTI-YEAR EXTENSIONS** - Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years not to exceed three (3) years. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
    - The District has deemed the products and services of the vendor satisfactory. Renewal consideration will include performance evaluation. Of particular importance to the District is that product is sourced from local farms. The District will evaluate whether the vendor's proposal significantly differs from the actual supplier list reflected on invoices provided to the district.
    - The Vendor shall submit a list of the price increases for the next fiscal year (July 1- June 30) by the last business day in April. Price increase must not exceed the current year's San Francisco Area Consumer Price List with a maximum of 5% per contract term.
    - Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.

40. **LIMITATIONS** - The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other

school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.

41. **AWARD** - The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. The District further reserves the right to contract the work with whomever and in whatever manner the District decides to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

    This contract will be awarded to single or multiple responsive and responsible bidders who meet RFP terms and conditions. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.

    The committee may investigate the qualifications of the bidder/vendor under consideration, require confirmation of information furnished by the bidder/vendor, and require additional information and evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the vendor.
    The committee will make a recommendation to the Board of Trustees.

    The Director of Child Nutrition Services will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Child Nutrition Services Department will issue an intent to Award Letter to the successful bidder(s). The Alum Rock Union Elementary School District Board of Education will formally award the award.

42. **BASIS OF AWARD** - The Board of Trustees of the Alum Rock Union Elementary School District intends to award the RFP based on price, traceability, delivery specifications, minimum delivery amounts, geographic preference, disadvantaged farmers support, small and minority business status, technology and reports, and service per the specifications herein. Parties will be assigned a score based on these criteria. Please refer to the evaluation criteria on page 28. Farm to School Fresh Produce vendors shall be awarded the bid for service between **July 1, 2025 through June 30, 2026.**

    A. The Alum Rock Union Elementary School District reserves the right to reject quotations and waive any formality in the bidding.

B. Awarded vendors will be required to enter into a contract with Alum Rock Union Elementary School District.

43. PROPOSAL PROTEST PROCEDURES

A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The District's Child Nutrition Services Director will receive the protest in writing no later than 3:00 p.m. after the fifth (5th) business day following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.

C. **Resolution of Controversy**: Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within thirty- (30) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.

D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

Alum Rock Union Elementary School District
Teresa DeCelles
Assistant Superintendent of Business
2930 Gay Avenue
San Jose, CA 95127

E. **Appeal Review and Finality**: The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Child Nutrition Director and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The Assistant Superintendent of Business Services or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.

F. **Reservation of Rights to Proceed with Contract Pending Appeal**: The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

G. **Waiver:** The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under to the California Government Code, or filing of any other legal proceedings.

44. PROVISIONS:

A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

B. **Binding Effect** - This Agreement shall inure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.

C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.

E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have

read this Agreement, understand it, and agree to be bound by its terms and conditions.

F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. **Hold Harmless Clause** - The successful bidder(s) agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or insure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. **Prevailing Law** - In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.

I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.

J. **Permits and Licenses** - The successful bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.

K. **Toll Charges** - If the District places toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder(s) shall accept charges for such calls on a reverse charge basis.

L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the District.

N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require compliance by all subcontractors employed on the work by them.

O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The vendor shall not be entitled to further compensation or payment from the District.

P. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

Q. **Cancellation for Insufficient or Non-Appropriated Food Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

R. **Termination for Default** - The District may, by five (5) business days' written notice to Contractor, terminate this Agreement in whole or in part at any time because of the failure of Contractor to fulfill its contractual obligations. The District, in its sole and absolute discretion, shall determine the acceptability of Contractor's performance under this Agreement. Upon receipt of such notice, Contractor shall:

    a. Immediately discontinue all services affected (unless the notice directs otherwise) and

b. Deliver to the District all information and material as may have been involved in the provision of services hereunder whether provided by the District or generated by Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice of default.

If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

S. Termination for Insolvency - Upon written notice to Contractor, the District may terminate this Agreement forthwith and without penalty in the event of the occurrence of any of the following:

a. Insolvency of Contractor (Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of such laws),

b. The filing of a voluntary or involuntary petition regarding Contractor under the Bankruptcy Code,

c. The appointment of a Receiver or Trustee for Contractor, or

d. The execution by Contractor of a general assignment for the benefit of creditors.

The rights and remedies of the District in this section are in addition to any other rights and remedies provided by law or under this Agreement.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

T. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in or omissions from the RFP documents, they may submit to the Child Nutrition Services Director of the Alum Rock Union Elementary School District a written email request for clarification and the response to it will be e-mailed to all bidder(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.

U. **Product Shortages** - If the successful bidder(s) cannot supply any product listed herein, the District may purchase the said product at a fair market value from another source. The difference in cost and all delivery charges shall be the supplier's responsibility, listed in the original contract agreement.

V. **Failure to Fulfill Contract** – When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with the vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner with another vendor as seems to the Board of Trustees to be to the best advantage to the District. Any failure to furnish such articles or services by reason because of the vendor or contractor, as above stated, shall be the liability against the vendor and his sureties. The District reserves the right to cancel any articles or services that the successful bidder may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the bidder's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

W. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

X. **Tuberculosis** - Successful Distributor agrees to comply with the provisions of Education Code section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course

Y. **Attorneys' Fees** – In the event of any dispute between the District and the Vendor about this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorney's fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

37. CERTIFICATIONS

A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
    a. Section 306 of Clean Air Act (42 U.S.C. 1847(h)):
    b. Section 508 of the Clean Water Act (33 U.S.C. 1368);
    c. Executive Order 11738;
    d. Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPS's List of Violating Facilities

C. **Suspension and Debarment Certifications:** The USDA Certification Regarding Debarment must accompany this proposal and each **subsequent** additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

D. **Lobbying**: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration

E. **Energy Policy and Conservation Act:** The Vendor shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. **Contract Work Hours and Safety Standards Act Compliance:** In the performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

G. **The Certification Regarding the Iran Contracting Act**

H. **The Contractors Certification** - Regarding Drug-Free Workplace

I. **The Contractors Certification** - Alcoholic Beverages and Tobacco-Free Workplace

J. **The Contractors Certification** – Workers' Compensation

K. **Equal Opportunity**

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written. Bidder's signed Bid and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

DISTRICT
Alum Rock Union Elementary School District
By: _____

Title: _____

Address:
2930 Gay Avenue
San Jose, CA 95127
Phone No: (408) 928-6903

Fax No: (408) 928-6413

PROVISIONER
Fresno BIPOC Produce Inc.
DocuSigned by: Keng Vang 6/12/2025
ABBD5F0752004D0...
By: Keng Vang

Title: Owner & CEO

Address:
3926 N Mariposa St
Fresno, CA 93726

Phone No: 559-285-7371
Fax No. _____

Alum Rock F2S Produce Bid Item List RFP No. 2526-CN506 Attachment "21"

Instructions:

(Please note: pricing must be submitted in Form of Google Sheet format. The item list will be protected to avoid accidental edits.)

Instructions:

Product Requested (Washed, Ready to Eat, and/or Pre-Cut required if specified)	Estimated Annual Total Volume (Lbs)	Pack Size	Estimated Monthly Volume when in Season (Pack)	Variety Offered	Product Attributes (Certification, Growing Practices)	Pack Size Offered (Average Case Count AND Weight)	Quality (If other than Grade #1)	Jan Volume (pack)	Jan Price(per lb.)	Feb Volume (pack)	Feb Price(per lb.)	Mar Volume (pack)	Mar Price(per lb.)	Apr Volume (pack)	Apr Price(per lb)	May Volume (pack)	May Price(per lb)	June Volume (pack)	June Price(per lb.)	July Volume (pack)	July Price(per lb.)	Aug Volume (pack)	Aug Price(per lb)	Sept Volume (pack)	Sept Price(per lb.)	Oct Volume (pack)	Oct Price(per lb.)	Nov Volume (pack)	Nov Price(per lb)	Dec Volume (pack)	Dec Price(per lb)	Top 1-2 Picks (suppliers by Highest Anticipated Volume)	Notes
Apple Asian	3000																																
Apple Red	4000																					1000 lbs	$900/bin	3000 lbs	$450/bin	8000 lbs	$450/bin	2000 lbs	$450/1/2 bin			G Farms	
Asian Pear	555	40 CT CS	22	Shinko	Other Climate	25 lb	Field run																					4340 boxes	$75/box	4340 boxes	$75/box	Cuyama Orchards	
Apples, Arkansas Black	295	#3LB VF	84	Arkansas Black	Organic Certified	140 ct, 40 lb box		4360 boxes	$75/box	4360 boxes	$75/box	4360 boxes	$75/box	4360 boxes	$75/box	4360 boxes	$75/box											4360 boxes	$75/box	4360 boxes	$75/box	Cuyama Orchards	
Apple, Fuji	600	113 CT	171	Fuji	Organic Certified	140 ct, 40 lb box		4360 boxes	$75/box	4360 boxes	$75/box																					Cuyama Orchards	
Apple, Gala	33	113/125 CT CS	9	NO BIO																													
Apple, Gala	495	138 CT CS	141	Gala	Organic Certified	140 ct, 40 lb box		4360 boxes	$75/box	4360 boxes	$75/box																					Cuyama Orchards	
Apple, Granny Delicious	453	37LB CS	43	NO BIO																													
Apple Honey Crisp	294	138 CT CS	84		Organic Certified	140 ct, 40 lb box																		4360 boxes	$75/box	4360 boxes	$75/box					Cuyama Orchards	
Apple Jonagold	75	100/125 CT	7	NO BIO																								4360 box es	$75/box	4360 boxes	$75/box	Cuyama Orchards	
Apple Pink Lady	300	138 CT CS	93		Organic Certified	140 ct, 40 lb box		4360 boxes	$75/box	4360 boxes	$75/box	4360 boxes	$75/box	4360 boxes	$75/box																		
Apple, Pinon	75	3#-15 VF	32	NO BIO																													
Apricot, Tomcot	50	100-130 CT CS	14	Retail	Other Climate	Good Practices - specify in comments										4000 lbs	$50/box															G Farms	
Arugula	9	24 CT CS	3	NO BIO																													
Avocado, Hass	78	48 CT	11	NO BIO																													
Basil, Organic	12	25LB CS	3	NO BIO																													
Beet Red	25	24 ct CS	6	Red	Organic Certified	24 bunches/box		100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	Wahl's Finest Farms, Lunas Farm	
Bells, Wide	40	6# 1LB	14	Heirloom	Other Climate	Good Practices - specify in comments		120 bxl	$45/bxl	120 bxl	$45/bxl	120 bxl	$45/bxl	120 bxl	$45/bxl	120 bxl	$45/bxl	120 bxl	$45/bxl	120 bxl	$45/bxl	120 bxl	$45/bxl	120 bxl	$45/bxl	120 bxl	$45/bxl	120 bxl	$45/bxl			El Rancho Berry LLC	
Blueberries	1,371	12 CT 6#P	352	NO BIO																													
Broccoli	77	20 LB CS	22	NO BIO																													
Cabbage Green	4	45 LB CS	1	NO BIO																						10,000 lbs	$45/box	10,000 lbs	$45/box			Vivian Farms	
Cabbage, Green Napa	75	35 LB	4	Spec	Other Climate	45 lb boxes		10,000 lbs	$40/box	10,000 lbs	$40/box	10,000 lbs	$40/box			10,000 lbs	$40/box																
Cabbage Red	7	45 LB CS	1	NO BIO																													
Carrot Jumbo	5	25 LB	3	NO BIO																													
Carrot Loose	123	5 LB	75	NO BIO																													
Carrot Rainbow	10	24 CT CS	6	NO BIO																													
Cauliflower HO	279	Forte	80	NO BIO																													
Celery	79	3PK	11	NO BIO																													
Chard, Rainbow	9	24 Bunch CS	3	Rainbow	Organic Certified	24 bunches/box		100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	100 boxes	$48/box	Wahl's Finest Farms, Lunas Farm	
Cherry, Farm	11	20 LB CS	15	NO BIO																													
Chile, Jalapeno	459	1/2	171		Other Climate	30 lb boxes																											
Chile, Serrano Pepper	2	10CT CS	2	NO BIO																													
Cilantro	1,747	Bad Pack	393	NO BIO																													
Citrus, Mandarin, Owari Satsuma	100	25 LB	33	Satsuma	Other Climate	25 lb box		1000 boxes	$45/box	1000 boxes	$45/box																					G Farms, Castlerock Farms	
Citrus, Mandarin, Tango Easy Peel	134	25 LB	33	Tango	Other Climate	25 lb box		1000 boxes	$45/box	1000 boxes	$45/box	1000 box	$45/box	1000 box	$45/box																	G Farms, Castlerock Farms	
Collard Gr	1,335	30 CT CS	437	NO BIO																													
Corn, Extra Large	57	1/2 CS	18	NO BIO																													
Farmer, Salts With Greens	21	12 CT	8	NO BIO																													
Farm, Whole Compost Soils	43	Farm	12	NO BIO																													
Ginger, Fresh	36	1 LB LB	25	NO BIO																													
Grapes, Gifts Seedless	412	18 LB CS	118	NO BIO																													
Grapes, Red Seedless	1,716	18 LB CS	330	NO BIO												300 boxes	$40/box	100 boxes	$40/box	330 boxes	$40/box	330 boxes	$40/box	330 boxes	$40/box							Samuel Ramsey	
Green Bell	71	5-9 lbs	7	Green	Other Climate	25 lb box																											
Greens Collards	573	HOPA	164	NO BIO										200 lb	$4/lb	200 lb	$4/lb	200 lb	$4/lb	200 lb	$4/lb	200 lb	$4/lb	200 lb	$4/lb	200 lb	$4/lb	200 lb	$4/lb			Wahl's Finest Farms	
Greens, Baby Spinach	10	4 lb	3	Baby Spinach	Organic Certified	4 lb bag																											
Herb, Chives Garnished	2	per Each	1	NO BIO																													
Herb, Cilantro	2	30 ea	1	NO BIO																													
Herb, Mint Bunch	19	Each	27	NO BIO																		1344 boxes	$60/box	1344 boxes	$60/box	1344 boxes	$60/box	1344 boxes	$60/box			Cuyama Farm LLC	
Jicama	1,503	CS	473	Thin	Other Climate	40 lb box																											
Kale	295	12 3.5 lb	221	NO BIO																													
Kohlrabi	51	10 LB CS	15	NO BIO																													
Lettuce, Butter Head	9	Each	3	NO BIO																													
Lettuce, Chop Leaf	2,913	Head Each	971	NO BIO																													
Lettuce, Iceberg	3,867	Head Each	1,945	NO BIO																													
Lettuce, Leaf Green	51	24 CT CS	17	NO BIO																													
Lettuce, Mixed Variety	33	24 CT CS	8	NO BIO																													
Lettuce, Romaine	339	Head Each	79	NO BIO																													
Lettuce, Shelf Pack	13	MIX CT BAG	4	NO BIO																													
Lettuce, Romaine	1,477	Head Each	467	NO BIO																													
Lettuce, Salanova	45	10 LB	12	NO BIO																													
Melon, Water Seedless	5	6#CT CS	2	NO BIO																													
MIXED BELL TOMATO	21	EA EA	6	NO BIO																													
Nectarine	1/a	case #5 100CT 72 LB	165	NO BIO																													
Onion, Red	1	40 LB CS	7	NO BIO																													
Onion, Green Bunch	453	Each	151	NO BIO																													
Onion, White	601	1 LB LB	229	NO BIO																													
Onion, Yellow Jumbo	267	50 LB bag	47	NO BIO																													
Orange, Navel	96	72# BOX 1 CS	132	Washington	Other Climate	72 lb box		500 boxes	$35/box	500 boxes	$35/box	500 boxes	$35/box																	500 boxes	$35/box	G Farms, Castlerock Farms	
Orange, Cara Cara	105	Flat	79		Other Climate	72 lb box		500 boxes	$35/box	500 boxes	$35/box	500 boxes	$35/box	1100 boxes	$37/box													500 boxes	$35/box	G Farms, Castlerock Farms	
Orange, Valencia, Sunkist	90	138 CT CS	17	NO BIO																													
Parsley, Curly	16	EA	29	NO BIO																													
Persimmon	200	18CT CS	29	Fuyu	Other Climate	25 lb box										1000 boxes	$55/box	1000 boxes	$55/box	1000 boxes	$55/box	1000 boxes	$55/box	1000 boxes	$55/box	3000 boxes	$47/box	3000 boxes	$47/box	3000 boxes	$47/box	G Farms, Castlerock Farms	
PEACH, SCHOOL LOOSE	371	80-100CT CS	78	White & Yellow	Other Climate	25 lb box																										Lunas Farm	
PEAS, SNAP		LB	2		Organic Certified	10 lb boxes		2000 lb	$5/lb	2000 lb	$5/lb															2000 lb	$5/lb						
PEAS, SNOW	113	5 lb	38	NO BIO																													
PERSIAN CUCUMBER	184	1 LB LB	110	NO BIO																												G Farms, Castlerock Farms	
PLUM, LOOSE	150	90-110 CT CS	208		Other Climate	25 lb box										1500 boxes	$55/box	1000 boxes	$55/box	1000 boxes	$55/box	1000 boxes	$55/box	1000 boxes	$55/box							
POINT SCHOOLS	30	22 LB CS	14	NO BIO																													
POTATO, FINGLING BANANA	22	20 LB CS	6	NO BIO																													
POTATO, FINGLING MIX	1	20LB CS	3	NO BIO																													
POTATO, RUSSET	482	50-100CT CS	51	NO BIO																													
RADISH	421	100BUN	121	NO BIO																													
RADISH, WATERMELON	18	EA	3	NO BIO																													
RED BELL	120	5# BAG BC	30	NO BIO																													
RED CABBAGE	71	HOPA	9	NO BIO																													
RED ONION	123	BAG 5 LB	31	NO BIO																													
ROOT, DAIKON RADISH LB	4	40#	1	Daikon	Other Climate	40 lb box		1000 boxes	$35/box	1000 boxes	$35/box	1000 box	$37.5/box	1000 box	$37.5/box	1000 box	$37.5/box	1000 box	$37.5/box	1000 box	$37.5/box	1000 box	$37.5/box	1000 box	$37.5/box	1000 box	$37.5/box	1000 box	$37.5/box	1000 box	$37.5/box	Vivian Farms	
SPINACH CELLO 2 SLB BG	24	20 LB CS	7	NO BIO																													
SQUASH, ZUCCHINI LB	76	12CT Open Pint	6	NO BIO																													
TANGERINE, MANDARIN	914	25# SCHOOL CS	273	NO BIO																													
TOMATILLO	126	LB	42	NO BIO																													
TOMATO GRAPE	69	1000CT 1000DZ	23	NO BIO																													
TOMATO	678	5LB BAG BC	165	NO BIO																													
Tomato, Beefsteak	11	10 LB	3	NO BIO																													
TOMATO, GRAPE RK	364	EA	110	NO BIO																													
TOMATO, MIXED MEDLEY	8	10 12 CT CS	1	Mixed	Organic Certified	10 lb box																100 box	$45/box	200 box	$45/box	300 box	$45/box	300 box	$45/box			Wahl's Finest Farms	
TOMATO, ORG CHERRY MIXME	80	12CT CS	6	NO BIO																													
Watermelon	424	BAG 5 LB	115	NO BIO																													

Bidder Business Name: Fresno BIPOC Produce Inc.

Please identify by legal name, and provide location (city and state) addresses for, any suppliers with whom you expect to partner, with or without a contract, to provide the services that are the subject of this Request.

Supplier Name (i.e. Farm, Processor, etc.)	Harvest Location(s) (City)	Harvest Location(s) (State)	Miles from ARUSD (2390 Gay Avenue San Jose, CA 95127)	Products included in Bid	Certifications and Growing Practices (i.e. Organic Certified)	# of Acres in Production	# of Crops in Production	Privately and Independently Owned & Operated?	Small-Scale Farm (<$350K Annual Gross Revenue), Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)	Socially Disadvantaged Farmer-Owned?	Woman, Veteran and/or Disabled Farmer-Owned?	Proposer Supplied from this farm to schools in the 2023 - 2024 School Year	Notes	
G Farms	Dinuba	California	Within CA	Asian Pears, Apricots, mani	Other Climate-Smart Practices (specify in col	40	Yes	Large	Yes	No	Yes			
Vivian Hwang Farms	Fresno	California	Within 150 miles	Napa Cabbage, Daikon	Other Climate-Smart Practices (specify in col	10	Yes	Medium	Yes	Yes	Yes			
Castillanos Farms	Dinuba	California	Within CA	Asian Pears, Apricots, mani	Other Climate-Smart Practices (specify in col	40	Yes	Large	Yes	No	Yes			
Bao Lor Produce	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	30	Yes	Small	Yes	Yes	Yes			
Valley Tropical Farms	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	4	Yes	Small	Yes	No	No			
Micro Farms	Sanger	California	Within 150 miles		Other Climate-Smart Practices (specify in col	60	Yes	Small	Yes	Yes	No			
Vang Farm	Sanger	California	Within 150 miles		Other Climate-Smart Practices (specify in col	20	Yes	Small	Yes	Yes	Yes			
Tou Much Produce	Merced	California	Within 150 miles		Other Climate-Smart Practices (specify in col	1	Yes	Small	Yes	No	Yes			
Shanley Farms	Visalia	California	Within CA		Other Climate-Smart Practices (specify in col	2	Yes	Large	Yes	No	Yes			
Dream Farms	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	50	Yes	Small	Yes	Yes	No			
World's Finest Farms	Hollister	California	Within 150 miles	beets, chards, Baby spinach	USDA Organic Certified	25	Yes	Medium	Yes	Yes	Yes			
Induchucuiti Organic Farm	Salinas	California	Within 150 miles		USDA Organic Certified	20	Yes	Small	Yes	Yes	No			
MX Produce	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	10	Yes	Large	Yes	Yes	No			
Beyond Bok Choy	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	60	Yes	Small	Yes	Yes	No			
Zia Thea Farms	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	20	Yes	Small	Yes	No	No			
Ka Farm	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	20	Yes	Small	Yes	No	No			
Lee Fresh Produce	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	60	Yes	Small	Yes	No	No			
Xiong Farm	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	40	Yes	Small	Yes	Yes	No			
CH Farms	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	1	Yes	Small	Yes	No	No			
El Ranchito Berry LLC	Watsonville	California	Within 150 miles	Strawberries	Other Climate-Smart Practices (specify in col	5	Yes	Medium	Yes	No	Yes			
Luna's Farm	Hollister	California	Within 150 miles	beets, chards, sugar snap p	USDA Organic Certified	40	Yes	Small	Yes	No	Yes			
Nee Farms Produce	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	40	Yes	Small	Yes	Yes	No			
G.T. Florists and Herbs	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	65	Yes	Small	Yes	Yes	Yes			
Lilian Farm	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	10	Yes	Medium	Yes	Yes	No			
Sysourath Farm	Sanger	California	Within 150 miles		Other Climate-Smart Practices (specify in col	10	Yes	Small	Yes	Yes	No			
Mabiel Ambriz	Sanger	California	Within 150 miles		Other Climate-Smart Practices (specify in col	10	Yes	Small	Yes	No	No			
Lieng Farm	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	20	Yes	Medium	Yes	No	No			
Chia Farm	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	2	Yes	Small	Yes	Yes	No			
Cha Farm	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	2	Yes	Small	Yes	Yes	No			
Samuel Farm	Sanger	California	Within 150 miles		Other Climate-Smart Practices (specify in col	10	Yes	Small	Yes	No	No			
Samuel Ramirez	Selma	California	Within 150 miles	Green Bell Peppers	Other Climate-Smart Practices (specify in col	15	Yes	Large	Yes	No	Yes			
Jose Rojas	Sanger	California	Within 150 miles		Other Climate-Smart Practices (specify in col	6	Yes	Small	Yes	No	Yes			
Gabriel Farm	Selma	California	Within 150 miles		Other Climate-Smart Practices (specify in col	10	Yes	Small	Yes	No	No			
Royally Grown	Monterey	California	Within 150 miles		USDA Organic Certified	30	Yes	Small	Yes	No	No			
CCA Farms	Reedley	California	Within CA	Jalapeno	Other Climate-Smart Practices (specify in col	15	Yes	Medium	Yes	No	Yes			
K&G Farm	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	45	Yes	Small	Yes	Yes	No			
Salavuk Farm	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	2	Yes	Small	Yes	No	No			
Gabriel Farm	Fresno	California	Within 150 miles		Other Climate-Smart Practices (specify in col	10	Yes	Small	Yes	No	No			
Her 2 Farm	Clovis	California	Within 150 miles		Other Climate-Smart Practices (specify in col	45	Yes	Small	Yes	No	No			
Maria Farm	Hollister	California	Within 150 miles		USDA Organic Certified	40	Yes	Small	Yes	Yes	No			
Jonathan Farms LLC	Merced	California	Within 150 miles		Other Climate-Smart Practices (specify in col	4	Yes	Medium	Yes	No	Yes			
Jesus Farm	Parlier	California	Within 150 miles		Other Climate-Smart Practices (specify in col	20	Yes	Small	Yes	No	No			
Sisters Farm	Sanger	California	Within 150 miles		Other Climate-Smart Practices (specify in col	20	Yes	Large	Yes	Yes	No			
Shoua Farm	Sanger	California	Within 150 miles		Other Climate-Smart Practices (specify in col	2	Yes	Small	Yes	Yes	Yes			
Federico Garcia	Sanger	California	Within 150 miles		Other Climate-Smart Practices (specify in col	10	Yes	Small	Yes	No	No			
Sweet Valley Produce	Merced	California	Within 150 miles		Other Climate-Smart Practices (specify in col	7	Yes	Large	Yes	Yes	No			
Cuyama Orchards	Arvin	California	Within CA		USDA Organic Certified	11	Yes	Large	Yes	Yes	No			
Gonzales Farm LLC	Merced	California	Within 150 miles	Jicama	Other Climate-Smart Practices (specify in col	6	Yes	Medium	Yes	No	Yes			

7.5

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 26, 2025

Subject: **Request for Approval of RFP No. 2526-CNS06 Farm to School Fresh Produce for 2025-2026 School Year**

Support Information: Child Nutrition Services Program (CNS) solicited RFP for Farm to School Fresh Produce following the federal competitive bid procedures in alignment with our commitment to providing locally sourced, fresh, and high-quality produce to students. The RFP was publicized for two weeks via San Jose Mercury News, ARUSD website, and was e-mailed to ten potential vendors. On bid opening day, we received four RFPs from Permanent Agriculture Inc., Fresno BIPOC, Spork Food Hub, and Yeyi Organics Inc. To ensure a diverse selection of seasonal local produce, CNS recommends awarding contracts to these four vendors based on pricing, meeting local geographic preference, supporting socially disadvantaged farmers and ranchers, service reliability and past performance, and enhancing the availability of seasonal produce.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Fund 13 - Cafeteria Fund

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the bid and contract with Spork Food Hub in the amount of $150,000.

Submitted by: Denisse Mendez Title: Director of Child Nutrition Services

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

To the Board of Trustees: Meeting: June 26, 2025
Regular Board Meeting

Recommend Approval

7.5
Agenda Placement

German Cerda PT
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

PRICING

Below are the proposed costs by each responsive Bidder.

Bidder	Total of Extended Cost of Produce for 2025-26 School Year
Permanent	211,500.00
Fresno	45,000.00
Spork	166,500.00
Yeyi	22,500.00

EVALUATION CRITERIA

In addition to price, the department scored other factors, which are outlined below, along with the final total score for each bidder.

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20
Traceability	100% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process and can provide farm and/or brand name and location on invoices. Can currently produce reports to show % of local products provided, including farm name and origin. 80% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process for showing documentation of product sourcing. Can currently produce reports to show % of local products provided. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	10
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery.	- Reference forms - Responses to Questions Labeled "Delivery	10

	75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	Specifications - " in Vendor Questionnaire	
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	5
Local Geographic Preference	100% of max points: 100% of local farms that were sourced from to supply produce to school districts in 2023-24. (local here defined as within 150 miles of the district). 75% of max points: 80% or more of local farms that were sourced from to provide produce to school districts in 2023-24. (local here defined as within 150 miles of the district) 0% of max points: Less than 80 percent of local farms that were sourced from to provide produce to school districts in 2024-25. (local here defined as within 150 miles of the district)	Responses to Questions Labeled "Local Geographic Preference-" Proposer Supplied from this farm to schools in the 2024 - 2025 School Year Column in Supplier List	15
Supporting Socially Disadvantaged Farmers or Ranchers	100% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 50% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers OR plan with goals in	Responses to Questions Labeled "Supporting SDFRs -" in Vendor Questionnaire	5

	place to increase support of Socially Disadvantaged Farmers or Ranchers. 0%: Do not have processes in place for collecting optional self-identification of producers as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.		
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and	100% of Max Points: Proven ability to provide excellent service as demonstrated by	- Reference forms - Responses to	15

Past Performance	references, vendor questionnaire, and past experience and reputation as determined by the District, that show: Prompt responses and satisfactory resolution to requests for information and complaints & issues Courtesy and responsiveness to all district personnel at all times Ready access to decision-making executives and assigned point of contact. Ability to meet sourcing goals Fully staffed delivery driver support. Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - District past experience and Vendor reputation	
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	5

	If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.		
Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	5
Vendor Consultation	100% of Max Points: Bidder's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to the school district for a minimum of 2 hours per month. 0 Points: Bidder is unable to provide consultation for a minimum of 2 hours per month.	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	5
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale	5

	have supplied from a small to mid-scale farm in the past school year to a school district.	Farm (<$350K Annual Gross Revenue), Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	
Products delivered within 120 hours of harvest	100% of Max Points: All products delivered within 120 hours of harvest 0 Points: Unable to deliver all products within 120 hours of harvest	- Responses to Questions Labeled "Products delivered within 120 hours of harvest - " in Vendor Questionnaire	10
Diversified Production	100% of Max Points: All products are sourced from farms that grow no less than five crops per 500 acres. 0 points: Unable to source all products from farms that grow no less than five crops per 500 acres.	- Responses to Questions Labeled "Diversified Production - " in Vendor Questionnaire -#Acres and # Crops Columns in Supplier/Subcontractor List	10
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale Farm (<$350K Annual Gross Revenue),	5

		Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	
Delivery Locations	100% of Max Points: Bidder is able to deliver to the District Warehouse (2390 Gay Avenue, San Jose, CA 95127) and Ocala STEAM Academy (2800 Ocala Avenue San Jose, CA 95127) between 6-7 am, two times per week on Monday, Wednesday and/or Friday. 0% of Max Points: Bidder is not able to meet the requested delivery specifications.	-Responses to Questions Labeled "Delivery Locations" -Supplier/Subcontractor List	3
Food Hub Support	100% of Max Points: Bidder is a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center. 0% of Max Points: Bidder is not a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center.	-Responses to Questions Labeled "Food Hub Support"	5

Environmental Sustainability Strategies	100% of Max Points: Are supplied by vendors certified with the any of the following certifications: USDA Organic Certified, USDA Transitional Organic Certified, Regenerative Organic, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, Other Climate Smart Practices	Certifications and Growing Practices Column in Certifications and Growing Practices Column in Supplier/Subcontractor List	5
Supporting Women, Veteran, and Disabled Farmers	Supporting Women, Veteran, and Disabled Farmers	Women, Veteran and/or Disabled Farmer-Owned Column Supplier List	3
TOTAL POINTS:			**156**

Final Scores per Bidder

Bidder	Score
Spork Food Hub	126
Permanent	123.5
Fresno BIPOC	126.5
Yeyi	125.5

Reviewers
Denisse Mendez, Director, Child Nutrition Services
Katrina Zhang, Coordinator, Child Nutrition Services
Tim Wilkinson, Bid Coordinator, Shared Plate Strategies LLC

Attached you will find the complete bid packages for Permanent Agriculture Inc., Spork Food Hub, Fresno BIPOC, Yeyi Organics.

Links to the complete bid package for winning bidder, Pacific Rim Produce, can be found here:
Spork Food Hub

All bids are available by request.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL
RFP No. 2526-CNS06
Farm to School Fresh Produce

Submit proposals and all questions/inquiries to:

Alum Rock Union Elementary School District
Child Nutrition Services Department
2930 Gay Avenue
San Jose, CA 95127

Denisse B. Mendez, Director
Office: 408-928-6905
denisse.mendez@arusd.org

Proposals Due:
May 30, 2025 at 3:00 PM PST

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP SCHEDULE OF EVENTS

Date	Event
May 9, 2025	Release and advertisement of RFP No. 2526-CNS06
May 16, 2025	Pre-Bid Conference (if needed)
May 23, 2025	Deadline for submission of written questions to the District concerning RFP No. 2526-CNS06
May 30, 2025	Deadline for all submissions of RFP No. 2526-CNS06
May 30 - June 6, 2025	Evaluation of Proposals
May 30 - June 6, 2025	Vendor Interviews (if necessary)
June 6, 2025	Estimated date of RFP Award Notification/s sent out
June 26, 2025	Estimated date of approval and award by the Board of Trustees
July 1, 2025	Contract Start Date

ARUSD will use every effort to adhere to the schedule. However, ARUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at https://www.arusd.org/district/departments/business-services/child-nutrition-services/cns-requisition-for-proposals.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Denisse B. Mendez
Director of Child Nutrition Services
denisse.mendez@arusd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

NOTICE TO BIDDERS

REQUEST FOR PROPOSAL No. 2526-CNS06

The Alum Rock Union Elementary School District will receive a sealed Request for Proposal (RFP) from providers of commercial food products and services for the District's Child Nutrition Program.

Sealed Bids must be received prior to **May 30, 2025 at 3:00 PM PST**

Provider to submit:
(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Sealed Proposal packages shall be delivered to the **Child Nutrition Services Department** no later than **May 30, 2025 at 3:00 PM PST.**

Electronic version Proposals will be submitted with the following sections saved as separate files. and clearly labeled.

1. HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
2. Item List (filled out) in spreadsheet format.
3. Item List in PDF format
4. Supplier List (filled out) in spreadsheet format
5. Supplier list in PDF format
6. Completed questionnaire
7. The remaining portions of the proposal may be saved as one file. Items 1-4 may be included in this file, but must be saved separately under their own file names as well.
8. If applicable, a folder labeled "Redacted Copies" of all documentation including redactions, with labels including "REDACTED," and signed Public Records Act Certification Form.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127, between the hours of 8:00am - 3:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal **will not be accepted.** The District can request the price sheet attachment in Excel format.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Child Nutrition Services
2930 Gay Avenue
San Jose, California 95127
Telephone (408) 928-6903

REQUEST FOR PROPOSAL (RFP)- COVER SHEET

Farm to School Fresh Produce

REQUEST FOR PROPOSAL No. 2526-CNS06

This is a request for proposal (RFP) for Farm to School Fresh Produce (RFP No. 2526-CNS06) for the Alum Rock Union Elementary School District 2025-2026 school year. An RFP packet may be obtained from the Child Nutrition Services Department website or by calling 408-928-6905 or emailing Denisse Mendez at denisse.mendez@arusd.org. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

MAIL PROPOSAL TO:

The RFP shall be mailed to the attention of:

Alum Rock Union Elementary School District
Child Nutrition Services Department, BLDG #500
2930 Gay Avenue, San Jose CA 95127
ATTN: Denisse B. Mendez
Farm to School Fresh Produce (RFP No. 2526-CNS06)

U.S. DEPARTMENT OF AGRICULTURE NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

PROPOSAL SUBMISSION CHECKLIST - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name: Spork Food Hub

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ☐ Proposal Submission Checklist (Attachment 1, this form)
- ☐ Request for Proposal Signature Page (Attachment 2)
- ☐ Evaluation Criteria (Attachment 3)
- ☐ Vendor Questionnaire (Attachment 4)
- ☐ References with at least 3 References (Attachment 5)
- ☐ Non Collusion Affidavit (Attachment 6)
- ☐ Bidder's Statement Regarding Insurance Coverage (Attachment 7)
- ☐ Worker's Compensation Insurance Certification Form (Attachment 8)
- ☐ Drug Free Workplace Certification (Attachment 9)
- ☐ Equal Opportunity Employment (Attachment 10)
- ☐ Fingerprint Clearance/Criminal Background Investigation (Attachment 11)
- ☐ Suspension and Debarment Certification (Attachment 13)
- ☐ Certification Regarding Lobbying (Attachment 14)
- ☐ Iran Contracting Act of 2010 Compliance Affidavit (Attachment 15)
- ☐ Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 16)
- ☐ Clean Air and Water Certification (Attachment 17)
- ☐ Itemized Bid List (Attachment 18)
- ☐ Buy American Certification Form (Attachment 18)
- ☐ China Prohibition Certification (Attachment 19)
- ☐ Redacted Submittal Request For California Public Records Act (Attachment 20)
- ☐ Itemized Bid List (Attachment 21)
- ☐ Supplier List (Attachment 22)
- ☐ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- ☐ Agreement (Page 33)
- ☐ Addenda

GENERAL TERMS AND CONDITIONS

1. **GENERAL** - This information to bidders is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Denisse B. Mendez at the address listed below, email ***denisse.mendez@arusd.org*** or for document assistance, call Denisse B. Mendez at (408) 928-6905.

2. **RFPS** - To receive consideration, Proposals shall be made per the following instructions. The Alum Rock Union Elementary School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All bidders will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Alum Rock Union Elementary School District – Attention – Denisse B. Mendez no later than 3:00 pm **May 23, 2025**. E-mail questions to ***denisse.mendez@arusd.org***. The Alum Rock Union School District shall not be obligated to answer any questions received after the above-specified deadline or any inquiries submitted in a manner other than those instructed above.

3. **INFORMATION ABOUT THE DISTRICT** - The District is located in Santa Clara County and has an estimated student enrollment for the 2025 - 2026 school year of approximately 7,500 students. The District has 6 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

   The District is seeking to:
   a. Ensure that students are receiving high quality produce,
   b. Purchase high quality produce at the best possible price,
   c. Offer more California grown produce, including 100% locally grown produce under the contract(s) resulting from this RFP,
   d. Offer produce that is fresh and locally grown from small- to mid-scale farmers, including socially disadvantaged farmers and ranchers, and women farmers, using organic and regenerative practices whenever possible.
   e. Partner with produce vendor(s) that will provide excellent customer service.
   f. Partner with a produce vendor that supports local farmers
   g. Support Local Food Hub(s)
   h. The District's intent is to enter into long-term professional relationships with the successful firm(s). We are looking for partners with experience, and financial stability, who utilize data, technology and industry knowledge and expertise to continually support The District and farmers to thrive while meeting the District's Farm to School and operational goals.

   See section 29 for the District's definition of local, organic and Socially Disadvantaged Farmers.

4. **DEADLINE FOR RECEIPT OF RFPS** - RFPs must be received before 3:00:00 p.m. on **May 30, 2025**. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the bidder, and submitted to:

Alum Rock Union Elementary School District
Child Nutrition Services
Attn: Denisse B. Mendez
2930 Gay Avenue
San Jose, CA 95127

- It is the Vendor's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.
- The Alum Rock Union Elementary School District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.
- Questions regarding the RFP and RFP documents will only be accepted if submitted in writing. Submit questions to Denisse B. Mendez by email: denisse.mendez@arusd.org or fax: (408) 928-6413. To receive consideration, RFPs/Proposals shall be made by the following terms:

5. **THE RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP. An authorized officer shall sign the RFP under the correct firm name.

6. **"FAX" RFPs** - Facsimile copies of RFPs are not accepted.

7. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; an RFP that meets all of the specifications outlined in the RFP.

8. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the bidders before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.

9. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

10. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or of similar intent is considered as non-responsive to the particular item.

11. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). . Errors may be crossed off and corrections made before RFP opening only and must be initialed by the person signing the RFP or the bidder's authorized representative. If there should be a decrease in prices of the items bid during the contract period, a corresponding reduction in costs on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect. Still, for fixed price items, at no time shall the prices charged to the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the contractor to any other school district or state, county, municipal, or local governmental agency in Santa Clara County for products listed herein.

Monthly Seasonal Fixed Price Items – The Itemized Bid list spreadsheet includes Columns for each month of the contract length. The quantities of items listed represent usage for the full contract term (a full school year). The District may purchase these items at an even rate over the course of the year or purchase a large percentage during certain months based on Seasonality and Pricing. The Bidder should indicate fixed pricing for each month by filling out a column. Bidders are not required to bid on all products, the Bidder may bid on all or some products. If the Bidder has additional items not included in the item list for the District to consider, the Bidder may add these to the list below the items already included. Please download the item list and enter data electronically and turn in the list electronically in spreadsheet format. Bidders should enter prices into every month they wish to be evaluated, even if it is identical data to another month.

ii. Itemized Bid List – The District's Itemized Bid List is attached hereto. If the District specifies a variety in the "Item" column, the Bidder should respond based on the listed variety. If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a seasonal variety, then the District will only accept non-commodity and/or specialty varieties. The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. Proposals need to include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not

list the pound price). Note in the origin column the origin of all items following the USDA Country of Origin Labeling Law and specify any product that is grown/produced in California. In the same column, note the country of origin of which any canned fruit and vegetables are grown/produced. Bidder is responsible for converting any differences in pack size to the same total volume as requested. For any Individually Wrapped (IW) items, the ½ cup portion size is listed. Do not offer other unit sizes for the IW items and/or convert to a different pack size in the Itemized Bid List for those items.

iv. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.

v. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

12. **SUPPLIER LIST** - Supplier list should be filled out with accurate and up to date information on expected growers and suppliers. Information should be entered into the provided spreadsheet and submitted in electronic spreadsheet format.

13. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). Errors may be crossed off and corrections made before RFP opening only and must be initialed by the person signing the RFP or the bidder's authorized representative. If there should be a decrease in prices of the items bid during the contract period, a corresponding reduction in costs on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect. Still, for fixed price items, at no time shall the prices charged to the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the contractor to any other school district or state, county, municipal, or local governmental agency in Santa Clara County for products listed herein.

Monthly Seasonal Fixed Price Items – The Itemized Bid list spreadsheet includes Columns for each month of the contract length. The quantities of items listed represent usage for the full contract term (a full school year). The District may purchase these

items at an even rate over the course of the year or purchase a large percentage during certain months based on Seasonality and Pricing. The Bidder should indicate fixed pricing for each month by filling out a column. Bidders are not required to bid on all products, the Bidder may bid on all or some products. If the Bidder has additional items not included in the item list for the District to consider, the Bidder may add these to the list below the items already included. Please download the item list and enter data electronically and turn in the list electronically in spreadsheet format. Bidders should enter prices into every month they wish to be evaluated, even if it is identical data to another month.

ii. Itemized Bid List – The District's Itemized Bid List is attached hereto. If the District specifies a variety in the "Item" column, the Bidder should respond based on the listed variety. If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a seasonal variety, then the District will only accept non-commodity and/or specialty varieties. The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. Proposals need to include the per pound price.

iv. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.

v. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

14. **TAXES** - Local, State, or Federal taxes shall not be included in the proposal price term.

15. **PERFORMANCE GUARANTEE** - The successful bidder(s) may be required to provide a performance guarantee. Such requirements shall be at the discretion of the District's Assistant Superintendent of Business Services. A continuous performance bond of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Assistant Superintendent of Business Services is the preferred form of performance guarantee.

Said bond shall be furnished within (5) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable RFP.

16. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing, and the test shows that the sample does not comply with the RFP specifications, the bidders(s) shall pay the examination cost. In bidding, the bidder(s) certifies that all materials conform to CAL OSHA and all other law requirements. Where applicable standards have been established, all equipment and individual components shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

17. **DISTRICT REQUIREMENTS**- The quantity shown is the estimated consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies, or services listed in the RFP are required during the contract and shall be ordered and purchased from the successful bidder(s). The District shall have the right to issue purchase orders up to and including the last day of the contract period, even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the contract such items as may be required for testing, evaluation, or experimental purposes or special programs of an emergency nature and purchases made by individual schools.

18. **ACCEPTANCE OR REJECTION OF RFP'S** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, also provided that the bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's approval of one or more additional items submitted in the same RFP. RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.

19. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed

within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.

20. **AWARDS** - The District reserves the right to determine that items bid meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Further, the Board of Education reserves the right to accept or reject any RFPs and waive any informality or irregularities in the bidding.

21. **EXECUTION OF CONTRACT-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms, Instructions, and Conditions.

22. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/ invoice shall accompany all shipments.

23. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.

24. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due to the bidder.

25. **INSURANCE** - The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract. ***The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming Alum Rock Union Elementary School District as an additional insured and requiring***

the bidder's insurance to be primary by separate endorsements as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident: $2,000,000 aggregate. Property Damages shall be $1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage at no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Director of Child Nutrition Services, Denisse B. Mendez, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.

26. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127.
The successful bidder shall submit invoices under the same firm name shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.

27. **STATEMENT** - The successful bidder(s) shall render bills and/or statements to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA, 95127, following delivery of materials. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices, and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at the time of delivery and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs (i.e., CACFP and NSLP). A copy of a credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Department. The successful bidder(s) shall submit monthly electronic statements in Excel Format to the following name and address:

Alum Rock Union Elementary School District
Child Nutrition Services
2930 Gay Avenue
San Jose, CA 95127
Attention: Jazzy Nguyen
jazzy.nguyen@arusd.org

The Child Nutrition Service billing cut-off is the 25th of each school month, with the exceptions of the
months of June and September, which shall be the 30th. The monthly statement shall be broken down by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by the Child Nutrition Services Department by the 10th of the following month. Payment by the District will be made within 45 days for service satisfactorily performed by the successful; bidder(s) after receipt of properly documented invoices/statements.

28. **VELOCITY REPORT** - The District reserves the right to request velocity reports for any items ordered throughout the contract Velocity reports will be delivered via email to better assist for inventory tracking purposes.

29. **APPLICABLE 'BUY AMERICAN' PROVISIONS -** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities ARUSD to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture.

    Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports ARUSD working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food and Nutrition Service (FNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

    The Buy American provision applies to ARUSD located in the forty-eight contiguous United States and is one of the procurement standards ARUSD Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by ARUSD.

For products procured by ARUSD for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are:

Meats and meat alternates
Grains
Vegetables
Fruits
Fluid milk
Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by an ARUSD or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by ARUSD. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Non Available articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

ARUSD complies with the California Food and Agriculture Code (FAC) 58596.3, requirement that schools that receive $1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non domestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non-domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery. The request must include the:

(1) Alternative substitute(s) that are domestic and meet the required specifications:

(a) Price of the domestic food alternative substitute(s); and
(b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

(a) Price of the domestic food product; and
(b) Price of the non-domestic product that meets the required specification of the domestic product.

SFAs may document exceptions by maintaining records of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement reviews of local agency procurement practices.

One resource SFAs and State agencies may use in order to document exceptions is the market news reports available from AMS. AMS provides free, unbiased price and sales information on farm commodities at: **https://www.ams.usda.gov/market-news** Using this website, SFAs and State agencies can find third-party verification of cost and availability of domestic and nondomestic foods. Further, SFAs may use the information to communicate alternatives with food suppliers and document purchase decisions.

Regulations require ARUSD to maintain documentation to demonstrate the use of exceptions. Items found on the Federal Acquisitions Regulations (FAR) 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), are exempt from the documentation requirement, but these items must be counted toward the cap on non-domestic purchases when that goes into effect.

The USDA developed an optional Buy American Standard Tracking Form Template that ARUSD can use to track both the exceptions and costs related to non-domestic product purchases. When ARUSD Program Operators purchases a product found on the FAR 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), this must be included on the tracker for the purpose of accurately tracking total non-domestic costs. The CDE encourages the use of the Buy American Tracking Form Template to document the use of exceptions to purchase non-domestic foods under the Buy American provision. The Buy American Standard Tracking Form is available in the CNIPS, Download Forms, Form ID PRU 10.

Documentation must be on file for at least the current year plus three years and must be made available during an on-site administrative review and an off-site procurement review.

I/we Spork Food Hub ,

certify that only domestic commodity or food/beverage products will be supplied to ARUSD unless otherwise mutually agreed upon and pre-approved by ARUSD .

5/22/25

Signature **Date**

Shayne Zurilgen

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

ARUSD will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between ARUSD and the vendor and documented.

30. **FOOD HUB SUPPORT -** The District prefers to support local farms by partnering with a local Food Hub. For the purposes of this RFP, Food Hub is as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand."

31. **LOCALLY GEOGRAPHIC PREFERENCE, ORGANIC, and PRODUCED BY SOCIALLY DISADVANTAGED FARMERS PRODUCTS -** The District requires exclusively locally-grown produce be included in response to the RFP. The District defines local in two tiers. The first is California Grown, a requirement. The second is a preference and includes produce growth and harvested within 150 miles of the District. To support sustainable agriculture and the health of farm communities, the District seeks to purchase Organic Certified produce, as demonstrated in the item list. Organic Certified refers to produce that has been certified according to USDA Organic standards. The District also recognizes alternative certifications including USDA Transitional Organic Certified, Regenerative Organic Certified, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, and other Climate Smart Practices. Vendors should clearly indicate which certifications apply to the products they are offering.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

"Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of

a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, Hispanics, and women." Individuals who fall under the SDFR definition must own at least 51% of the farm operation to qualify."

32. **TRACEABILITY** - The selected vendor(s) will be required to provide source identification, including farm name(s), municipal location for all California-Grown products in invoices and usage/velocity reports. When farm name is not available due to product aggregation prior to the product being acquired by the vendor, then supplier name, brand name, and municipal location must be provided for all California-grown products invoices and usage/velocity reports. All products must be California-Grown and labeling must follow USDA labeling requirements.

33. **PUBLIC RECORDS ACT** - Responses to this RFP shall be subject to the provisions of the California Public Records Act. Those elements in each Proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Proposer to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances, will the District be responsible or liable to the Proposer or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Contractors.

    The Proposer, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the RFP and shall hold the District harmless from all costs and expenses, including attorneys' fees, in connection with such action.

34. **CONTRACTING WITH SMALL BUSINESSES** - Per CFR 200.321 the District will provide consideration for contracting with a bidder that falls under the definition of small business provided in the Health and Safety Code 23395.20: " "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars ($10,000,000) or less over the past three years."

35. **CONTRACTING WITH MINORITY OWNED BUSINESS** - Per CFR 200.321 the District will provide consideration for contracting with a bidder that is a minority or women owned business. CFR 4.62 defines a minority or women owned business as "...at

least 51 percent unconditionally-owned by one or more members of a minority group or by one or more women…"

36. **SUPPORTING WOMEN, VETERAN, AND DISABLED FARMERS** - The District will provide consideration to proposers who support Women owned and operated farms, Veteran owned and operated farms, and/or Disabled Farmer owned and operated farms.

37. **ENVIRONMENTAL SUSTAINABILITY STRATEGIES** - The District will provide consideration for contracting with a bidder that is certified in one or more of the following: USDA Organic Certified, USDA Transitional Organic Certified, Regenerative Organic, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, Other Climate Smart Practices

38. **FUEL CHARGES** - No fuel surcharges will be accepted under this contract, and the addition of such charges shall not be permitted during the period of the term of this contract.

39. **MULTI-YEAR EXTENSIONS** - Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years not to exceed three (3) years. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
    - The District has deemed the products and services of the vendor satisfactory. Renewal consideration will include performance evaluation. Of particular importance to the District is that product is sourced from local farms. The District will evaluate whether the vendor's proposal significantly differs from the actual supplier list reflected on invoices provided to the district.
    - The Vendor shall submit a list of the price increases for the next fiscal year (July 1- June 30) by the last business day in April. Price increase must not exceed the current year's San Francisco Area Consumer Price List with a maximum of 5% per contract term.
    - Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.

40. **LIMITATIONS** - The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other

school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.

41. **AWARD** - The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. The District further reserves the right to contract the work with whomever and in whatever manner the District decides to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

    This contract will be awarded to single or multiple responsive and responsible bidders who meet RFP terms and conditions. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.

    The committee may investigate the qualifications of the bidder/vendor under consideration, require confirmation of information furnished by the bidder/vendor, and require additional information and evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the vendor.
    The committee will make a recommendation to the Board of Trustees.

    The Director of Child Nutrition Services will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Child Nutrition Services Department will issue an intent to Award Letter to the successful bidder(s). The Alum Rock Union Elementary School District Board of Education will formally award the award.

42. **BASIS OF AWARD** - The Board of Trustees of the Alum Rock Union Elementary School District intends to award the RFP based on price, traceability, delivery specifications, minimum delivery amounts, geographic preference, disadvantaged farmers support, small and minority business status, technology and reports, and service per the specifications herein. Parties will be assigned a score based on these criteria. Please refer to the evaluation criteria on page 28. Farm to School Fresh Produce vendors shall be awarded the bid for service between **July 1, 2025 through June 30, 2026.**

    A. The Alum Rock Union Elementary School District reserves the right to reject quotations and waive any formality in the bidding.

B. Awarded vendors will be required to enter into a contract with Alum Rock Union Elementary School District.

43. PROPOSAL PROTEST PROCEDURES

A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The District's Child Nutrition Services Director will receive the protest in writing no later than 3:00 p.m. after the fifth (5^{th}) business day following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.

C. **Resolution of Controversy**: Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within thirty- (30) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.

D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

Alum Rock Union Elementary School District
Teresa DeCelles
Assistant Superintendent of Business
2930 Gay Avenue
San Jose, CA 95127

E. **Appeal Review and Finality**: The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Child Nutrition Director and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The Assistant Superintendent of Business Services or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.

F. **Reservation of Rights to Proceed with Contract Pending Appeal**: The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

G. **Waiver:** The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under to the California Government Code, or filing of any other legal proceedings.

44. PROVISIONS:

A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

B. **Binding Effect** - This Agreement shall inure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.

C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.

E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have

read this Agreement, understand it, and agree to be bound by its terms and conditions.

F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. **Hold Harmless Clause** - The successful bidder(s) agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or insure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. **Prevailing Law** - In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.

I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.

J. **Permits and Licenses** - The successful bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.

K. **Toll Charges** - If the District places toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder(s) shall accept charges for such calls on a reverse charge basis.

L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the District.

N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require compliance by all subcontractors employed on the work by them.

O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The vendor shall not be entitled to further compensation or payment from the District.

P. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

Q. **Cancellation for Insufficient or Non-Appropriated Food Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

R. **Termination for Default** - The District may, by five (5) business days' written notice to Contractor, terminate this Agreement in whole or in part at any time because of the failure of Contractor to fulfill its contractual obligations. The District, in its sole and absolute discretion, shall determine the acceptability of Contractor's performance under this Agreement. Upon receipt of such notice, Contractor shall:

    a. Immediately discontinue all services affected (unless the notice directs otherwise) and

b. Deliver to the District all information and material as may have been involved in the provision of services hereunder whether provided by the District or generated by Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice of default.

If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

S. Termination for Insolvency - Upon written notice to Contractor, the District may terminate this Agreement forthwith and without penalty in the event of the occurrence of any of the following:

a. Insolvency of Contractor (Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of such laws),

b. The filing of a voluntary or involuntary petition regarding Contractor under the Bankruptcy Code,

c. The appointment of a Receiver or Trustee for Contractor, or

d. The execution by Contractor of a general assignment for the benefit of creditors.

The rights and remedies of the District in this section are in addition to any other rights and remedies provided by law or under this Agreement.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

T. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in or omissions from the RFP documents, they may submit to the Child Nutrition Services Director of the Alum Rock Union Elementary School District a written email request for clarification and the response to it will be e-mailed to all bidder(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.

U. **Product Shortages** - If the successful bidder(s) cannot supply any product listed herein, the District may purchase the said product at a fair market value from another source. The difference in cost and all delivery charges shall be the supplier's responsibility, listed in the original contract agreement.

V. **Failure to Fulfill Contract** – When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with the vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner with another vendor as seems to the Board of Trustees to be to the best advantage to the District. Any failure to furnish such articles or services by reason because of the vendor or contractor, as above stated, shall be the liability against the vendor and his sureties. The District reserves the right to cancel any articles or services that the successful bidder may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the bidder's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

W. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

X. **Tuberculosis** - Successful Distributor agrees to comply with the provisions of Education Code section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course

Y. **Attorneys' Fees** – In the event of any dispute between the District and the Vendor about this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorney's fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

37. CERTIFICATIONS

A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
    a. Section 306 of Clean Air Act (42 U.S.C. 1847(h)):
    b. Section 508 of the Clean Water Act (33 U.S.C. 1368);
    c. Executive Order 11738;
    d. Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPS's List of Violating Facilities

C. **Suspension and Debarment Certifications:** The USDA Certification Regarding Debarment must accompany this proposal and each **subsequent** additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

D. **Lobbying**: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration

E. **Energy Policy and Conservation Act:** The Vendor shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. **Contract Work Hours and Safety Standards Act Compliance:** In the performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

G. **The Certification Regarding the Iran Contracting Act**

H. **The Contractors Certification** - Regarding Drug-Free Workplace

I. **The Contractors Certification** - Alcoholic Beverages and Tobacco-Free Workplace

J. **The Contractors Certification** – Workers' Compensation

K. **Equal Opportunity**

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written. Bidder's signed Bid and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

DISTRICT
Alum Rock Union Elementary School District
By: _____

Title: _____

Address:
2930 Gay Avenue
San Jose, CA 95127
Phone No: (408) 928-6903

Fax No: (408) 928-6413

PROVISIONER

By: Shayne Zurilgen

Title: Spork Food Hub

Address: 1469 Columbus Rd
West Sac, Ca 95691

Phone No: 5302191104
Fax No. _____

Shayne Zurilgen
Shayne Zurilgen (May 30, 2025 13:06 PDT)

Alum Rock FZS Produce Bid Item List RFP No. 2526-CNS06 Attachment "21"

Instructions:

Organic and Conventional Pricing: If Proposer is offering a bid on a single item, both conventional and organic, Proposer should insert an additional row for each.
Additional Items: If you have additional items you would like to offer, please add them below the "Additional Items" Line

Please note: pricing must be submitted in Excel or Google Sheet format. The item list will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps:

1. Click "File" in the top left corner.
2. Choose "Download"
3. Add your company name to the file name
4. Enter your data into your downloaded document and submit this with your proposal

Bidders are not required to bid on all items. The District may award to multiple bidders. Please enter "NO BID" for items you are not bidding on

Instructions:

The itemized bid list spreadsheet includes Columns for each month of the contract length. The quantities of items listed represent usage for the full contract term (a full school year). The District may purchase these items at an even rate over the course of this year or purchase a large percentage during certain months based on Seasonality and Pricing. The Bidder should indicate fixed pricing for each month by filling out a column. If pricing remains the same month over month, please indicate this by filling in pricing for each month. Bidders are not required to bid on all products, the Bidder may bid on all or some products. If the Bidder has additional items not included on the item list for the District to consider, the Bidder may add these to the list below the items already included. Please download the item list and enter data electronically and turn in the list electronically in spreadsheet format. Bidders should enter prices into every month they wish to be evaluated, even if it is identical data to another month. **Prices must be given per pound.**

Organic and Conventional Pricing: If the Proposer is offering a bid on a single item, both conventional and organic, Proposer should insert an additional row for each.
Additional Items: If you have additional items you would like to offer, please add them below the "Additional Items" Line

Product Requested (Washed, Ready to Eat, and/or Pre-Cut required if specified)	Estimated Annual Total Volume (Lbs)	Pack Size	Estimated Monthly Volume when in Season (Pack)	Pack Size Offered (Average Case Count AND Weight	Quality (If other than Grade #1)	Jan Volume (pack)	Jan Price/(pack)	Feb Volume (pack)	Feb Price/(pack)	Mar Volume (pack)	Mar Price/(pack)	Apr Volume (pack)	Apr Price/(pack)	May Volume (pack)	May Price/(pack)	June Volume (pack)	June Price/(pack)	July Volume (pack)	July Price/(pack)	Aug Volume (pack)	Aug Price/(pack)	Sept Volume (pack)	Sept Price/(pack)	Oct Volume (pack)	Oct Price/(pack)	Nov Volume (pack)	Nov Price/(pack)	Dec Volume (pack)	Dec Price/(pack)
Example Apples	3000																												
Example Pears	4500																												
Asian Pear	100	40 CT CS	29	100 ct / 25 lb	Grade #1 or #2 Available															1000	47.01	1000	47.01	1000	47.01	1000	47.01		
Apples, Arkansas Black	295	40LB VF	84	100 ct / 40 lb																1000	99.4	1000	99.4	1000	99.4	1000	99.4		
Apple, Fuji	670	113 CT	191	113 ct / 40 lb	Grade #1 or #2 A	1000	51.05	1000	51.05	1000	51.05	1000	51.05	1000	51.05					1000	51.05	1000	51.05	1000	51.05	1000	51.05	1000	51.05
Apple, Gala	33	113/125 GT CS	9	125 ct / 40 lb	Grade #1 or #2 A	1000	51.05	1000	51.05	1000	51.05	1000	51.05	1000	51.05					1000	51.05	1000	51.05	1000	51.05	1000	51.05	1000	51.05
Apple, Gala	458	138 CT CS	131	138 ct / 40 lb	Grade #1 or #2 A	1000	51.05	1000	51.05	1000	51.05	1000	51.05	1000	51.05					1000	51.05	1000	51.05	1000	51.05	1000	51.05	1000	51.05
Apple, Golden Delicious	150	37LB CS	43	100 ct / 40 lb	Grade #1 or #2 Available															1000	99.4	1000	99.4	1000	99.4	1000	99.4		
Apple Honey Crisp	294	138 CT CS	84	138 ct / 40 lb	Grade #1 or #2 A	1000	51.05	1000	51.05	1000	51.05	1000	51.05	1000	51.05					1000	51.05	1000	51.05	1000	51.05	1000	51.05	1000	51.05
Apple, Jonagold	26	100/125 CT	7	125 ct / 40 lb																1000	99.4	1000	99.4	1000	99.4	1000	99.4		
Apple Pink Lady	326	138 CT CS	93	138 ct / 40 lb	Grade #1 or #2 A	1000	51.05	1000	51.05	1000	51.05	1000	51.05	1000	51.05					1000	51.05	1000	51.05	1000	51.05	1000	51.05	1000	51.05
Apple, Pippin	79	38 Lb VF	22	138 ct / 40 lb																1000	99.4	1000	99.4	1000	99.4	1000	99.4		
Apricot, Schools	50	100-130 CT CS	14	130 ct / 25 lb	Grade #1 or #2 Available																								
Arugula	9	24 CT CS	3	24 ct / 12 lb				100	56.41	100	56.41	100	56.41	100	56.41									100	56.41	100	56.41	100	56.41
Avocado, Hass	39	48 CT	11	70 ct / 25 lb	70 ct 84 / 86 ct available									1000	71.2	1000	71.2	1000	71.2	1000	71.2	1000	71.2	1000	71.2				
Beet, Golden	11	25LB CS	3	50 ct / 25 lb		1000	30.9	1000	30.9	1000	30.9	1000	30.9	1000	30.9											1000	30.9	1000	30.9
Beet, Red	20	24LB CS	6	50 ct / 25 lb	Jumbo Available	1000	26.87	1000	26.87	1000	26.87	1000	26.87	1000	26.87											1000	26.87	1000	26.87
Berry, Straw	48	8X 1LB	14	8 ct / 8 lb		10000	53.73	10000	53.73	10000	47.02	10000	40.3	10000	33.58	10000	26.86	10000	20.86	10000	33.58	10000	40.3	10000	47.02	10000	53.73	10000	53.73
Blueberries	1,371	12 Ct. HPT	392	12 ct / 5 lb		10000	64.48	10000	64.48	10000	60.45	10000	60.45	10000	53.73	10000	47.02	10000	47.02	10000	53.73	10000	60.45	10000	60.45	10000	64.48	10000	64.48
Broccoli	77	20 LB CS	22	40 ct / 20 lb	Grade #1 or #2 A	1000	53.73	1000	53.73	1000	53.73	1000	53.73	1000	53.73											1000	53.73	1000	53.73
Cabbage Green	4	45 LB CS	1	20 ct / 45 lb	Grade #1 or #2 A	1000	45.33	1000	45.33	1000	45.33	1000	45.33	1000	45.33											1000	45.33	1000	45.33
Cabbage, Green Napa	15	35 LB	4	12 ct / 40 lb	Grade #1 or #2 A	1000	53.73	1000	53.73	1000	53.73	1000	53.73	1000	53.73											1000	53.73	1000	53.73
Cabbage Red	3	45 LB CS	1	20 ct / 45 lb	Grade #1 or #2 A	1000	51.38	1000	51.38	1000	51.38	1000	51.38	1000	51.38											1000	51.38	1000	51.38
Carrot Jumbo	5	25LB	2	25 lb	Grade #1 or #2 A	1000	33.58	1000	33.58	1000	33.58	1000	33.58	1000	33.58											1000	33.58	1000	33.58
Carrot, Loose	121	5LB	35	25 lb		1000	6.72	1000	6.72	1000	6.72	1000	6.72	1000	6.72											1000	6.72	1000	6.72
Carrot, Rainbow	33	24 CT CS	9	25 lb	Grade #1 or #2 A	1000	51.05	1000	51.05	1000	51.05	1000	51.05	1000	51.05											1000	51.05	1000	51.05
Cauliflower HD	279	Each	80	12 ct / 20 lb		1000	2.8	1000	2.8	1000	2.8	1000	2.8	1000	2.8											1000	2.8	1000	2.8
Celery	39	BN	11	24 ct / 40 lb	Grade #1 or #2 A	1000	2.24	1000	2.24	1000	2.24	1000	2.24	1000	2.24											1000	2.24	1000	2.24
Chard, Rainbow	9	24 Bunch CS	3	24 ct / 12 lb		1000	48.36	1000	48.36	1000	48.36	1000	48.36	1000	48.36											1000	48.36	1000	48.36
Cheese, Parm	51	5LB EA	15	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Chile, Jalapeno	458	LB	131	100 ct / 10 lb	Grade #1 or #2 Available															1000	5.37	1000	5.37	1000	5.37	1000	5.37		
Chile, Sweet Pepper	7	12CT CS	1	50 - 100 ct / 10 lb																1000	40.3	1000	40.3	1000	40.3	1000	40.3		
Cilantro	1,347	Bag Each	385	35 ct / 1 lb				1000	2.02	1000	2.02	1000	2.02	1000	2.02											1000	2.02	1000	2.02
Citrus, Mandarin, Ovan Satsuma	170	25 LB	49	150 ct / 25 lb	Grade #1 or #2 Available																					500	47.02	1000	47.02
Citrus, Mandarin, Tango Easy Peel	194	25 LB	55	150 ct / 25 lb	Grade #1 or #2 A	500	47.02	1000	40.23	1000	40.23	1000	40.23	500	40.23														
Cucumber	1,530	36 CT CS	437	36 ct / 10 lb	Grade #1 or #2 Available											10000	40.3	10000	40.3	10000	40.3	10000	40.3	10000	40.3				
Egg, Extra Large	57	15DZ CS	16							500	201.5	1000	201.5	1000	201.5	1000	201.5	1000	201.5	1000	201.5	1000	201.5	1000	201.5	500	201.5		
Fennel, Bulb, With Greens	27	12 CT	8	12 ct / 20 lb						500	28.21	500	28.21	500	28.21											500	28.21	500	28.21
Garlic, Whole Colossal Bulb	43	Each	12	200 ct / 25 lb												500	0.67	500	0.67	500	0.67	500	0.67	500	0.67	500	0.67		
Ginger, Fresh	66	LB LB	25	12 ct / 10 lb																1000	13.43	1000	13.43	1000	13.43				
Grapes, GRN Seedless	412	18 LB CS	118	1400 ct / 18 lb														10000	48.36	10000	48.36	10000	48.36	10000	48.36				
Grapes, Red Seedless	1,156	18 LB CS	330	1400 ct / 18 lb														10000	48.36	10000	48.36	10000	48.36	10000	48.36				
Green Bell	25	5LB Bag	7	50 ct / 25 lb	Grade #1 or #2 Available													500	18.81	500	18.81	500	18.81	500	18.81				
Green Cabbage	679	HD EA	194	20 ct / 45 lb	Grade #1 or #2 A	1000	2.27	1000	2.27	1000	2.27	1000	2.27	1000	2.27											1000	2.27	1000	2.27
Greens, Baby Spinach	32	4LB	9	4 lb						500	32.24	500	32.24	500	32.24											500	32.24		
Herb, Chives Clamshell	2	4oz Each	1	12 ct / 5 lb						500	24.18	500	24.18	500	24.18	500	24.18	500	24.18	500	24.18	500	24.18	500	24.18				
Herb, Cilantro	2	30 bu	1	30 ct / 15 lb				1000	60.45	1000	60.45	1000	60.45	1000	60.45											1000	60.45	1000	60.45
Herb, Mint Bunch	93	Each	27	12 lb / 24 ct								500	1.57	500	1.57	500	1.57	500	1.57	500	1.57	500	1.57	500	1.57				
Jicama	1,310	CS	431	40 lb / 24 ct	Grade #1 or #2 Available													10000	53.73	10000	53.73	10000	53.73	10000	53.73				
Kiwi	796	12.5 LB	227	12.5 lb /	Grade #1 or #2 A	10000	44.26	10000	44.26	10000	44.26	10000	44.26	10000	44.26													10000	44.26
Kumquat	51	10 LB CS	15	10 lb / 1000 ct				1000	60.44	1000	60.44																		
Lettuce, Butter Head	9	Each	3	24 ct / 24 lb						1000	2.24	1000	2.24	1000	2.24											500	2.24	1000	2.24
Lettuce, Grn Leaf	2,013	Head Each	575	24 ct / 24 lb						10000	2.24	10000	2.24	10000	2.24											5000	2.24	10000	2.24
Lettuce, Iceberg	5,997	Head Each	1,665	24 ct / 24 lb						10000	2	10000	2	10000	2											5000	2	10000	2
Lettuce, Little Gem	38	24 CT CS	11	24 ct / 24 lb						1000	53.73	1000	53.73	1000	53.73											500	53.73	1000	53.73
Lettuce, Mixed Variety	33	24 CT CS	9	24 ct / 24 lb						1000	53.73	1000	53.73	1000	53.73											500	53.73	1000	53.73
Lettuce, Redleaf	100	Head Each	29	24 ct / 24 lb						10000	2.24	10000	2.24	10000	2.24											5000	2.24	10000	2.24
Lettuce, Rom Heart	13	AB 3 CT BAG	4	24 ct / 24 lb						10000	6.72	10000	6.72	10000	6.72											5000	6.72	10000	6.72
Lettuce, Romaine	1,633	Head Each	467	24 ct / 24 lb						10000	2.24	10000	2.24	10000	2.24											5000	2.24	10000	2.24
Lettuce, Salanova	43	10 LB	12	10 lb loose leaf						1000	61.51	1000	68.51	1000	68.51											500	68.51	1000	61.51
Melon, Water Seedless	5	4/6CT CS	2	4 ct / 25 lb	Grade #1 or #2 Available													500	40.3	500	40.3	500	40.3	500	40.3				
MX MEDLY TOMATO	22	EA EA	6	12 ct / 10 lb												1000	4.25	1000	4.25	1000	4.25	1000	4.25	1000	4.25				
Nectarine	578	Loose 80-100CT 22 LB CS	165	100 ct / 25 lb	Grade #1 or #2 Available													1000	47.01	1000	47.01	1000	47.01	1000	47.01				
Onions, Red	5	40 LB CS	2	100 ct / 40 lb	Grade #1 or #2 Available											1000	80.8	1000	80.8	1000	80.8	1000	80.8	1000	80.8				
Onion, Green Bunch	450	Each	129	24 ct / 10 lb						5000	2.69	10000	2.69	10000	2.69	10000	2.69	10000	2.69	10000	2.69	10000	2.69	10000	2.69	5000	2.69		
Onion, White	891	LB LB	229	100 ct / 40 lb	Grade #1 or #2 Available											10000	2.02	10000	2.02	10000	2.02	10000	2.02	10000	2.02				
Onion, Yellow Jumbo	163	5LB Bag	47	100 ct / 40 lb	Grade #1 or #2 Available											1000	10.01	1000	10.01	1000	10.01	1000	10.01	1000	10.01				
Orange, Navel	461	22LB/25LB CS	132	50 ct / 25 lb	Grade #1 or #2 A	1000	50.37	1000	50.37	1000	50.37	1000	50.37	1000	50.37													1000	50.37
Orange, Cara Cara	276	138ct	79	50 ct / 25 lb	Grade #1 or #2 A	1000	47.01	1000	47.01	1000	47.01	1000	47.01	1000	47.01													1000	47.01
Orange, Valencia Schools	60	138 CT CS	17	100 ct / 40 lb	Grade #1 or #2 A	1000	47.01	1000	47.01	1000	47.01	1000	47.01	1000	47.01													1000	47.01
Parsley, Curly	99	EA	28	30 ct / 10 lb						1000	2.02	1000	2.02	1000	2.02											1000	2.02	1000	2.02
Persimmon	100	80 CT CS	29	100 ct / 25 lb	Grade #1 or #2 Available																					10000	42.99	5000	42.99
PEACH, SCHOOL LOOSE	273	80-100CT CS	78	100 ct / 25 lb	Grade #1 or #2 Available													1000	47.01	1000	47.01	1000	47.01	1000	47.01				
PEAS, SNAP	7	LB	2	700 ct / 10 lb								500	4.43	500	4.43	500	4.43												
PEAS, SNOW	133	LB	38	700 ct / 10 lb								500	4.43	500	4.43	500	4.43												
PERSIAN CUCUMBER,	384	LB LB	110	50 ct / 10 lb												1000	4.03	1000	4.03	1000	4.03	1000	4.03	1000	4.03				
PLUM, LOOSE	700	90-120CT CS	200	100 ct / 25 lb	Grade #1 or #2 Available													1000	47.01	1000	47.01	1000	47.01	1000	47.01				
PLUOT SCHOOLS	50	22 LB CS	14	100 ct / 25 lb	Grade #1 or #2 Available													1000	47.01	1000	47.01	1000	47.01	1000	47.01				

Alum Rock F25 Produce Bid Item List RFP No. 2526-CN506 Attachment "21"

Instructions:

Organic and Conventional Pricing: If Proposer is offering a bid on a single item, both conventional and organic, Proposer should insert an additional row for each.
Additional Items: If you have additional items you would like to offer, please add them below the "Additional Items" Line

Please note, pricing must be submitted in Excel or Google Sheet format. The item list will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.

1. Click "File" in the top left corner.
2. Choose "Download".
3. Add your company name to the File name.
4. Enter your data into your downloaded document and submit this with your proposal

Bidders are not required to bid on all items. The District may award to multiple bidders. Please enter "NO BID" for items you are not bidding on

Instructions:

The Itemized Bid list spreadsheet includes Columns for each month of the contract length. The **quantities of items listed represent** usage for the full contract term (a full school year). The District may purchase these items at an even rate over the course of the year or purchase a large percentage during certain months based on Seasonality and Pricing. The Bidder should indicate fixed pricing for each month by filling out a column. If pricing remains the same month over month, please indicate this by filling in pricing for each month. Bidders are not required to bid on all products, the Bidder may bid on all or some products. If the Bidder has additional items not included on the item list for the District to consider, the Bidder may add these to the list below the items already included. Please download the item list and enter data electronically and turn in the list electronically in spreadsheet format. Bidders should enter prices into every month they wish to be evaluated, even if it is identical data to another month. **Prices must be given per pound.**

Organic and Conventional Pricing: If the Proposer is offering a bid on a single item, both conventional and organic, Proposer should insert an additional row for each.
Additional Items: If you have additional items you would like to offer, please add them below the "Additional Items" Line

Product Requested (Washed, Ready to Eat, and/or Pre-Cut required if specified)	Estimated Annual Total Volume (Lbs)	Pack Size	Estimated Monthly Volume when In Season (Pack)	Pack Size Offered (Average Case Count AND Weight	Quality (if other than Grade #1)	Jan Volume (pack)	Jan Price/(pack)	Feb Volume (pack)	Feb Price/(pack)	Mar Volume (pack)	Mar Price/(pack)	Apr Volume (pack)	Apr Price/(pack)	May Volume (pack)	May Price/(pack)	June Volume (pack)	June Price/(pack)	July Volume (pack)	July Price/(pack)	Aug Volume (pack)	Aug Price/(pack)	Sept Volume (pack)	Sept Price/(pack)	Oct Volume (pack)	Oct Price/(pack)	Nov Volume (pack)	Nov Price/(pack)	Dec Volume (pack)	Dec Price/(pack)
Eastern Apples	3600																												
Eastern Pears	4500																												
POTATO, FINGLNG BANANA	72	25LB CS	6	250 ct / 25 lb	Grade #1 or #2 Available									1000	64.48	1000	64.48	1000	64.48	1000	64.48	1000	64.48	1000	64.48	1000	64.48	1000	64.48
POTATO, FINGLNG MIX	5	25LB CS	2	250 ct / 25 lb	Grade #1 or #2 Available									1000	64.48	1000	64.48	1000	64.48	1000	64.48	1000	64.48	1000	64.48	1000	64.48	1000	64.48
POTATO, RUSSET	182	90/100CT CS	52	100 ct / 40 lb	Grade #1 or #2 Available									1000	33.58	1000	33.58	1000	33.58	1000	33.58	1000	33.58	1000	33.58	1000	33.58	1000	33.58
RADISH	425	LOOSE LB	121	24 ct bunched / 24 lb		1000	2	1000	2	1000	2	1000	2	1000	2													1000	2	1000	2
RADISH, WATERMELON	18	EA	5	100 ct / 25 lb	Grade #1 or #2 A	1000	0.74	1000	0.74	1000	0.74	1000	0.74	1000	0.74													1000	0.74	1000	0.74
RED BELL	106	5# BAG BG	30	50 ct / 25 lb	Grade #1 or #2 Available													500	18.81	500	18.81	500	18.81	500	18.81				
RED CABBAGE	31	HD EA	9	20 ct / 45 lb	Grade #1 or #2 A	1000	2.57	1000	2.57	1000	2.57	1000	2.57	1000	2.57													1000	2.57	1000	2.57
RED ONION	172	BAG 5LB	75	100 ct / 40 lb	Grade #1 or #2 Available													1000	5.18	1000	5.18	1000	5.18	1000	5.18				
ROOT, DAIKON RADISH LB	4	4LB	1	75 ct / 25 lb	Grade #1 or #2 A	1000	13.43	1000	13.43	1000	13.43	1000	13.43	1000	13.43													1000	13.43	1000	13.43
SPINACH, CELLO 2.5LB BG	24	20-LB CS	7	4 lb				500	161.2	500	161.2	500	161.2	500	161.2													500	161.2		
SQUASH, ZUCCHINI LB	20	12CT Open Pint	6	50 ct / 22 lb	Grade #1 or #2 Available											1000	32.24	1000	32.24	1000	32.24	1000	32.24	1000	32.24				
TANGERINE, MANDARIN	954	22# SCHOOL CS	273	25 lb / 150 ct	Grade #1 or #2	10000	47.01	10000	47.01	10000	47.01	10000	47.01	5000	47.01																
TOMATILLO	146	LB	42	100 ct / 15 lb												1000	4.03	1000	4.03	1000	4.03	1000	4.03	1000	4.03				
TOMATO GRAPE	80	100X2OZ 100/2OZ	23	12 ct / 10 lb												1000	31.05	1000	31.05	1000	31.05	1000	31.05	1000	31.05				
TOMATO,	576	5LB BAG BG	165	50 ct / 10 lb	Grade #1 or #2 Available											1000	23.51	1000	23.51	1000	23.51	1000	23.51	1000	23.51				
Tomato, Beefsteak	11	10 LB	3	50 ct / 10 lb	Grade #1 or #2 Available											1000	47.02	1000	47.02	1000	47.02	1000	47.02	1000	47.02				
TOMATO, GRAPE BK	334	EA	110	12 ct / 10 lb												1000	4.25	1000	4.25	1000	4.25	1000	4.25	1000	4.25				
TOMATO, MIXED MEDLEY	2	10-12 CT CS	1	12 ct / 10 lb												1000	31.05	1000	31.05	1000	31.05	1000	31.05	1000	31.05				
TOMATO, ORG CHERRY MIXMED	20	12CT CS	6	12 ct / 10 lb												1000	31.05	1000	31.05	1000	31.05	1000	31.05	1000	31.05				
YELLOW LEMON	494	BAG 5LB	115	140 ct / 45 lb	Grade #1 or #2 A	1000	3.18	1000	3.18	1000	3.18	1000	3.18																

7.6

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 26, 2025

Subject: **Request for Approval of RFP No. 2526-CNS06 Farm to School Fresh Produce for 2025-2026 School Year**

Support Information: Child Nutrition Services Program (CNS) solicited RFP for Farm to School Fresh Produce following the federal competitive bid procedures in alignment with our commitment to providing locally sourced, fresh, and high-quality produce to students. The RFP was publicized for two weeks via San Jose Mercury News, ARUSD website, and was e-mailed to ten potential vendors. On bid opening day, we received four RFPs from Permanent Agriculture Inc., Fresno BIPOC, Spork Food Hub, and Yeyi Organics Inc. To ensure a diverse selection of seasonal local produce, CNS recommends awarding contracts to these four vendors based on pricing, meeting local geographic preference, supporting socially disadvantaged farmers and ranchers, service reliability and past performance, and enhancing the availability of seasonal produce.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Fund 13 - Cafeteria Fund

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the bid and contract with Yeyi Organics Inc. in the amount of $35,000.

Submitted by: Denisse Mendez DM Title: Director of Child Nutrition Services

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

To the Board of Trustees: Meeting: June 26, 2025
Regular Board Meeting

Recommend Approval

7.6
Agenda Placement

Germán Cerda (GC)
Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

PRICING

Below are the proposed costs by each responsive Bidder.

Bidder	Total of Extended Cost of Produce for 2025-26 School Year
Permanent	211,500.00
Fresno	45,000.00
Spork	166,500.00
Yeyi	22,500.00

EVALUATION CRITERIA

In addition to price, the department scored other factors, which are outlined below, along with the final total score for each bidder.

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20
Traceability	100% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process and can provide farm and/or brand name and location on invoices. Can currently produce reports to show % of local products provided, including farm name and origin. 80% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process for showing documentation of product sourcing. Can currently produce reports to show % of local products provided. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	10
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days &	- Reference forms - Responses to	10

	positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	- Responses to Questions Labeled "Minimum Delivery Amount - " in Vendor Questionnaire	5
Local Geographic Preference	100% of max points: 100% of local farms that were sourced from to supply produce to school districts in 2023-24. (local here defined as within 150 miles of the district). 75% of max points: 80% or more of local farms that were sourced from to provide produce to school districts in 2023-24. (local here defined as within 150 miles of the district) 0% of max points: Less than 80 percent of local farms that were sourced from to provide produce to school districts in 2024-25. (local here defined as within 150 miles of the district)	Responses to Questions Labeled "Local Geographic Preference-" Proposer Supplied from this farm to schools in the 2024 - 2025 School Year Column in Supplier List	15
Supporting Socially Disadvantaged Farmers or Ranchers	100% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 50% of Max Points: Have processes in place for collecting data on which producers	Responses to Questions Labeled "Supporting SDFRs -" in Vendor Questionnaire	5

	self-identify as Socially Disadvantaged Farmers or Ranchers OR plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers. 0%: Do not have processes in place for collecting optional self-identification of producers as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.		
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5

Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references, vendor questionnaire, and past experience and reputation as determined by the District, that show: Prompt responses and satisfactory resolution to requests for information and complaints & issues Courtesy and responsiveness to all district personnel at all times Ready access to decision-making executives and assigned point of contact. Ability to meet sourcing goals Fully staffed delivery driver support. Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - District past experience and Vendor reputation	15
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	5

	inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.		
Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	5
Vendor Consultation	100% of Max Points: Bidder's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to the school district for a minimum of 2 hours per month. 0 Points: Bidder is unable to provide consultation for a minimum of 2 hours per month.	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	5
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Responses to Questions Labeled "Small and Mid-Scale Farms"	5

	0% of Max Points: Bidder is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district.	-Column Labeled "Small-Scale Farm (<$350K Annual Gross Revenue), Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	
Products delivered within 120 hours of harvest	100% of Max Points: All products delivered within 120 hours of harvest 0 Points: Unable to deliver all products within 120 hours of harvest	- Responses to Questions Labeled "Products delivered within 120 hours of harvest - " in Vendor Questionnaire	10
Diversified Production	100% of Max Points: All products are sourced from farms that grow no less than five crops per 500 acres. 0 points: Unable to source all products from farms that grow no less than five crops per 500 acres.	- Responses to Questions Labeled "Diversified Production - " in Vendor Questionnaire -#Acres and # Crops Columns in Supplier/Subcontractor List	10
Small and Mid-Scale Farms	100% of Max Points: Bidder is able to provide invoices to demonstrate that they have supplied from a small to mid-scale farm in the past school year to a school district. 0% of Max Points: Bidder is unable to provide invoices to demonstrate that they have supplied from a small to mid-scale farm	-Responses to Questions Labeled "Small and Mid-Scale Farms" -Column Labeled "Small-Scale Farm (<$350K	5

	in the past school year to a school district.	Annual Gross Revenue), Mid-Scale Farm ($350K - $999,999 AGR), Large-Scale Farm ($1,000,000+ AGR)" in Supplier List -Accompanying Documentation	
Delivery Locations	100% of Max Points: Bidder is able to deliver to the District Warehouse (2390 Gay Avenue, San Jose, CA 95127) and Ocala STEAM Academy (2800 Ocala Avenue San Jose, CA 95127) between 6-7 am, two times per week on Monday, Wednesday and/or Friday. 0% of Max Points: Bidder is not able to meet the requested delivery specifications.	-Responses to Questions Labeled "Delivery Locations" -Supplier/Subcontractor List	3
Food Hub Support	100% of Max Points: Bidder is a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Local here is defined as within 150 miles of the distribution center. 0% of Max Points: Bidder is not a Food Hub as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand."	-Responses to Questions Labeled "Food Hub Support"	5

	Local here is defined as within 150 miles of the distribution center.		
Environmental Sustainability Strategies	100% of Max Points: Are supplied by vendors certified with the any of the following certifications: USDA Organic Certified, USDA Transitional Organic Certified, Regenerative Organic, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, Other Climate Smart Practices	Certifications and Growing Practices Column in Certifications and Growing Practices Column in Supplier/Subcontractor List	5
Supporting Women, Veteran, and Disabled Farmers	Supporting Women, Veteran, and Disabled Farmers	Women, Veteran and/or Disabled Farmer-Owned Column Supplier List	3
TOTAL POINTS:			**156**

Final Scores per Bidder

Bidder	Score
Spork Food Hub	126
Permanent	123.5
Fresno BIPOC	126.5
Yeyi	125.5

Reviewers
Denisse Mendez, Director, Child Nutrition Services
Katrina Zhang, Coordinator, Child Nutrition Services
Tim Wilkinson, Bid Coordinator, Shared Plate Strategies LLC

Attached you will find the complete bid packages for Permanent Agriculture Inc., Spork Food Hub, Fresno BIPOC, Yeyi Organics.

Links to the complete bid package for winning bidder, Pacific Rim Produce, can be found here:
Yeyi Organics

All bids are available by request.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL
RFP No. 2526-CNS06
Farm to School Fresh Produce

Submit proposals and all questions/inquiries to:

Alum Rock Union Elementary School District
Child Nutrition Services Department
2930 Gay Avenue
San Jose, CA 95127

Denisse B. Mendez, Director
Office: 408-928-6905
denisse.mendez@arusd.org

Proposals Due:
May 30, 2025 at 3:00 PM PST

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP SCHEDULE OF EVENTS

Date	Event
May 9, 2025	Release and advertisement of RFP No. 2526-CNS06
May 16, 2025	Pre-Bid Conference (if needed)
May 23, 2025	Deadline for submission of written questions to the District concerning RFP No. 2526-CNS06
May 30, 2025	Deadline for all submissions of RFP No. 2526-CNS06
May 30 - June 6, 2025	Evaluation of Proposals
May 30 - June 6, 2025	Vendor Interviews (if necessary)
June 6, 2025	Estimated date of RFP Award Notification/s sent out
June 26, 2025	Estimated date of approval and award by the Board of Trustees
July 1, 2025	Contract Start Date

ARUSD will use every effort to adhere to the schedule. However, ARUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at https://www.arusd.org/district/departments/business-services/child-nutrition-services/cns-requisition-for-proposals.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Denisse B. Mendez
Director of Child Nutrition Services
denisse.mendez@arusd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

NOTICE TO BIDDERS

REQUEST FOR PROPOSAL No. 2526-CNS06

The Alum Rock Union Elementary School District will receive a sealed Request for Proposal (RFP) from providers of commercial food products and services for the District's Child Nutrition Program.

Sealed Bids must be received prior to **May 30, 2025 at 3:00 PM PST**

Provider to submit:
(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Sealed Proposal packages shall be delivered to the **Child Nutrition Services Department** no later than **May 30, 2025 at 3:00 PM PST.**

Electronic version Proposals will be submitted with the following sections saved as separate files. and clearly labeled.

1. HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
2. Item List (filled out) in spreadsheet format.
3. Item List in PDF format
4. Supplier List (filled out) in spreadsheet format
5. Supplier list in PDF format
6. Completed questionnaire
7. The remaining portions of the proposal may be saved as one file. Items 1-4 may be included in this file, but must be saved separately under their own file names as well.
8. If applicable, a folder labeled "Redacted Copies" of all documentation including redactions, with labels including "REDACTED," and signed Public Records Act Certification Form.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127, between the hours of 8:00am - 3:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal **will not be accepted.** The District can request the price sheet attachment in Excel format.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Child Nutrition Services
2930 Gay Avenue
San Jose, California 95127
Telephone (408) 928-6903

REQUEST FOR PROPOSAL (RFP)- COVER SHEET

Farm to School Fresh Produce

REQUEST FOR PROPOSAL No. 2526-CNS06

This is a request for proposal (RFP) for Farm to School Fresh Produce (RFP No. 2526-CNS06) for the Alum Rock Union Elementary School District 2025-2026 school year. An RFP packet may be obtained from the Child Nutrition Services Department website or by calling 408-928-6905 or emailing Denisse Mendez at denisse.mendez@arusd.org. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

MAIL PROPOSAL TO:

The RFP shall be mailed to the attention of:

Alum Rock Union Elementary School District
Child Nutrition Services Department, BLDG #500
2930 Gay Avenue, San Jose CA 95127
ATTN: Denisse B. Mendez
Farm to School Fresh Produce (RFP No. 2526-CNS06)

U.S. DEPARTMENT OF AGRICULTURE NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

PROPOSAL SUBMISSION CHECKLIST - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name: Yegi Organics Inc.

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ☐ Proposal Submission Checklist (Attachment 1, this form)
- ☐ Request for Proposal Signature Page (Attachment 2)
- ☐ Evaluation Criteria (Attachment 3)
- ☐ Vendor Questionnaire (Attachment 4)
- ☐ References with at least 3 References (Attachment 5)
- ☐ Non Collusion Affidavit (Attachment 6)
- ☐ Bidder's Statement Regarding Insurance Coverage (Attachment 7)
- ☐ Worker's Compensation Insurance Certification Form (Attachment 8)
- ☐ Drug Free Workplace Certification (Attachment 9)
- ☐ Equal Opportunity Employment (Attachment 10)
- ☐ Fingerprint Clearance/Criminal Background Investigation (Attachment 11)
- ☐ Suspension and Debarment Certification (Attachment 13)
- ☐ Certification Regarding Lobbying (Attachment 14)
- ☐ Iran Contracting Act of 2010 Compliance Affidavit (Attachment 15)
- ☐ Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 16)
- ☐ Clean Air and Water Certification (Attachment 17)
- ☐ Itemized Bid List (Attachment 18)
- ☐ Buy American Certification Form (Attachment 18)
- ☐ China Prohibition Certification (Attachment 19)
- ☐ Redacted Submittal Request For California Public Records Act (Attachment 20)
- ☐ Itemized Bid List (Attachment 21)
- ☐ Supplier List (Attachment 22)
- ☐ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- ☐ Agreement (Page 33)
- ☐ Addenda

GENERAL TERMS AND CONDITIONS

1. **GENERAL** - This information to bidders is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Denisse B. Mendez at the address listed below, email *denisse.mendez@arusd.org* or for document assistance, call Denisse B. Mendez at (408) 928-6905.

2. **RFPS** - To receive consideration, Proposals shall be made per the following instructions. The Alum Rock Union Elementary School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All bidders will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Alum Rock Union Elementary School District – Attention – Denisse B. Mendez no later than 3:00 pm **May 23, 2025**. E-mail questions to *denisse.mendez@arusd.org*. The Alum Rock Union School District shall not be obligated to answer any questions received after the above-specified deadline or any inquiries submitted in a manner other than those instructed above.

3. **INFORMATION ABOUT THE DISTRICT** - The District is located in Santa Clara County and has an estimated student enrollment for the 2025 - 2026 school year of approximately 7,500 students. The District has 6 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

   The District is seeking to:
   a. Ensure that students are receiving high quality produce,
   b. Purchase high quality produce at the best possible price,
   c. Offer more California grown produce, including 100% locally grown produce under the contract(s) resulting from this RFP,
   d. Offer produce that is fresh and locally grown from small- to mid-scale farmers, including socially disadvantaged farmers and ranchers, and women farmers, using organic and regenerative practices whenever possible.
   e. Partner with produce vendor(s) that will provide excellent customer service.
   f. Partner with a produce vendor that supports local farmers
   g. Support Local Food Hub(s)
   h. The District's intent is to enter into long-term professional relationships with the successful firm(s). We are looking for partners with experience, and financial stability, who utilize data, technology and industry knowledge and expertise to continually support The District and farmers to thrive while meeting the District's Farm to School and operational goals.

   See section 29 for the District's definition of local, organic and Socially Disadvantaged Farmers.

4. **DEADLINE FOR RECEIPT OF RFPS** - RFPs must be received before 3:00:00 p.m. on **May 30, 2025**. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the bidder, and submitted to:

Alum Rock Union Elementary School District
Child Nutrition Services
Attn: Denisse B. Mendez
2930 Gay Avenue
San Jose, CA 95127

- It is the Vendor's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.
- The Alum Rock Union Elementary School District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.
- Questions regarding the RFP and RFP documents will only be accepted if submitted in writing. Submit questions to Denisse B. Mendez by email: denisse.mendez@arusd.org or fax: (408) 928-6413. To receive consideration, RFPs/Proposals shall be made by the following terms:

5. **THE RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP. An authorized officer shall sign the RFP under the correct firm name.

6. **"FAX" RFPs** - Facsimile copies of RFPs are not accepted.

7. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; an RFP that meets all of the specifications outlined in the RFP.

8. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the bidders before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.

9. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

10. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or of similar intent is considered as non-responsive to the particular item.

11. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). . Errors may be crossed off and corrections made before RFP opening only and must be initialed by the person signing the RFP or the bidder's authorized representative. If there should be a decrease in prices of the items bid during the contract period, a corresponding reduction in costs on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect. Still, for fixed price items, at no time shall the prices charged to the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the contractor to any other school district or state, county, municipal, or local governmental agency in Santa Clara County for products listed herein.

Monthly Seasonal Fixed Price Items – The Itemized Bid list spreadsheet includes Columns for each month of the contract length. The quantities of items listed represent usage for the full contract term (a full school year). The District may purchase these items at an even rate over the course of the year or purchase a large percentage during certain months based on Seasonality and Pricing. The Bidder should indicate fixed pricing for each month by filling out a column. Bidders are not required to bid on all products, the Bidder may bid on all or some products. If the Bidder has additional items not included in the item list for the District to consider, the Bidder may add these to the list below the items already included. Please download the item list and enter data electronically and turn in the list electronically in spreadsheet format. Bidders should enter prices into every month they wish to be evaluated, even if it is identical data to another month.

ii. Itemized Bid List – The District's Itemized Bid List is attached hereto. If the District specifies a variety in the "Item" column, the Bidder should respond based on the listed variety. If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a seasonal variety, then the District will only accept non-commodity and/or specialty varieties. The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. Proposals need to include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not

list the pound price). Note in the origin column the origin of all items following the USDA Country of Origin Labeling Law and specify any product that is grown/produced in California. In the same column, note the country of origin of which any canned fruit and vegetables are grown/produced. Bidder is responsible for converting any differences in pack size to the same total volume as requested. For any Individually Wrapped (IW) items, the ½ cup portion size is listed. Do not offer other unit sizes for the IW items and/or convert to a different pack size in the Itemized Bid List for those items.

iv. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.

v. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

12. **SUPPLIER LIST** - Supplier list should be filled out with accurate and up to date information on expected growers and suppliers. Information should be entered into the provided spreadsheet and submitted in electronic spreadsheet format.

13. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). Errors may be crossed off and corrections made before RFP opening only and must be initialed by the person signing the RFP or the bidder's authorized representative. If there should be a decrease in prices of the items bid during the contract period, a corresponding reduction in costs on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect. Still, for fixed price items, at no time shall the prices charged to the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the contractor to any other school district or state, county, municipal, or local governmental agency in Santa Clara County for products listed herein.

Monthly Seasonal Fixed Price Items – The Itemized Bid list spreadsheet includes Columns for each month of the contract length. The quantities of items listed represent usage for the full contract term (a full school year). The District may purchase these

items at an even rate over the course of the year or purchase a large percentage during certain months based on Seasonality and Pricing. The Bidder should indicate fixed pricing for each month by filling out a column. Bidders are not required to bid on all products, the Bidder may bid on all or some products. If the Bidder has additional items not included in the item list for the District to consider, the Bidder may add these to the list below the items already included. Please download the item list and enter data electronically and turn in the list electronically in spreadsheet format. Bidders should enter prices into every month they wish to be evaluated, even if it is identical data to another month.

ii. Itemized Bid List – The District's Itemized Bid List is attached hereto. If the District specifies a variety in the "Item" column, the Bidder should respond based on the listed variety. If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a seasonal variety, then the District will only accept non-commodity and/or specialty varieties. The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. Proposals need to include the per pound price.

iv. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.

v. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

14. TAXES - Local, State, or Federal taxes shall not be included in the proposal price term.

15. PERFORMANCE GUARANTEE - The successful bidder(s) may be required to provide a performance guarantee. Such requirements shall be at the discretion of the District's Assistant Superintendent of Business Services. A continuous performance bond of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Assistant Superintendent of Business Services is the preferred form of performance guarantee.

Said bond shall be furnished within (5) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable RFP.

16. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing, and the test shows that the sample does not comply with the RFP specifications, the bidders(s) shall pay the examination cost. In bidding, the bidder(s) certifies that all materials conform to CAL OSHA and all other law requirements. Where applicable standards have been established, all equipment and individual components shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

17. **DISTRICT REQUIREMENTS**- The quantity shown is the estimated consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies, or services listed in the RFP are required during the contract and shall be ordered and purchased from the successful bidder(s). The District shall have the right to issue purchase orders up to and including the last day of the contract period, even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the contract such items as may be required for testing, evaluation, or experimental purposes or special programs of an emergency nature and purchases made by individual schools.

18. **ACCEPTANCE OR REJECTION OF RFP'S** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, also provided that the bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's approval of one or more additional items submitted in the same RFP. RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.

19. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed

the bidder's insurance to be primary by separate endorsements as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury shall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident: $2,000,000 aggregate. Property Damages shall be $1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage at no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Director of Child Nutrition Services, Denisse B. Mendez, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.

26. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127.
The successful bidder shall submit invoices under the same firm name shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.

27. **STATEMENT** - The successful bidder(s) shall render bills and/or statements to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA, 95127, following delivery of materials. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices, and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at the time of delivery and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs (i.e., CACFP and NSLP). A copy of a credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Department. The successful bidder(s) shall submit monthly electronic statements in Excel Format to the following name and address:

within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.

20. **AWARDS** - The District reserves the right to determine that items bid meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Further, the Board of Education reserves the right to accept or reject any RFPs and waive any informality or irregularities in the bidding.

21. **EXECUTION OF CONTRACT-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms, Instructions, and Conditions.

22. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/ invoice shall accompany all shipments.

23. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.

24. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due to the bidder.

25. **INSURANCE** - The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract. ***The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming Alum Rock Union Elementary School District as an additional insured and requiring***

Alum Rock Union Elementary School District
Child Nutrition Services
2930 Gay Avenue
San Jose, CA 95127
Attention: Jazzy Nguyen
jazzy.nguyen@arusd.org

The Child Nutrition Service billing cut-off is the 25th of each school month, with the exceptions of the
months of June and September, which shall be the 30th. The monthly statement shall be broken down by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by the Child Nutrition Services Department by the 10th of the following month. Payment by the District will be made within 45 days for service satisfactorily performed by the successful; bidder(s) after receipt of properly documented invoices/statements.

28. **VELOCITY REPORT** - The District reserves the right to request velocity reports for any items ordered throughout the contract Velocity reports will be delivered via email to better assist for inventory tracking purposes.

29. **APPLICABLE 'BUY AMERICAN' PROVISIONS** - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities ARUSD to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture.

    Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports ARUSD working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food and Nutrition Service (FNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

    The Buy American provision applies to ARUSD located in the forty-eight contiguous United States and is one of the procurement standards ARUSD Program Operators must comply with when purchasing commercial food products served in the school meals programs.

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by ARUSD. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Non Available articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

ARUSD complies with the California Food and Agriculture Code (FAC) 58596.3, requirement that schools that receive $1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non domestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non-domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery. The request must include the:

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by ARUSD.

For products procured by ARUSD for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are:

Meats and meat alternates
Grains
Vegetables
Fruits
Fluid milk
Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by an ARUSD or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice).

(1) Alternative substitute(s) that are domestic and meet the required specifications:

(a) Price of the domestic food alternative substitute(s); and
(b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

(a) Price of the domestic food product; and
(b) Price of the non-domestic product that meets the required specification of the domestic product.

SFAs may document exceptions by maintaining records of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement reviews of local agency procurement practices.

One resource SFAs and State agencies may use in order to document exceptions is the market news reports available from AMS. AMS provides free, unbiased price and sales information on farm commodities at: **https://www.ams.usda.gov/market-news** Using this website, SFAs and State agencies can find third-party verification of cost and availability of domestic and nondomestic foods. Further, SFAs may use the information to communicate alternatives with food suppliers and document purchase decisions.

Regulations require ARUSD to maintain documentation to demonstrate the use of exceptions. Items found on the Federal Acquisitions Regulations (FAR) 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), are exempt from the documentation requirement, but these items must be counted toward the cap on non-domestic purchases when that goes into effect.

The USDA developed an optional Buy American Standard Tracking Form Template that ARUSD can use to track both the exceptions and costs related to non-domestic product purchases. When ARUSD Program Operators purchases a product found on the FAR 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), this must be included on the tracker for the purpose of accurately tracking total non-domestic costs. The CDE encourages the use of the Buy American Tracking Form Template to document the use of exceptions to purchase non-domestic foods under the Buy American provision. The Buy American Standard Tracking Form is available in the CNIPS, Download Forms, Form ID PRU 10.

Documentation must be on file for at least the current year plus three years and must be made available during an on-site administrative review and an off-site procurement review.

I/we
Yegs Organics Inc / Cecilia Lara Chavez ,
certify that only domestic commodity or food/beverage products will be supplied to ARUSD unless otherwise mutually agreed upon and pre-approved by ARUSD .

05/29/2025

Signature **Date**

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

ARUSD will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between ARUSD and the vendor and documented.

30. **FOOD HUB SUPPORT** - The District prefers to support local farms by partnering with a local Food Hub. For the purposes of this RFP, Food Hub is as described by the USDA Regional Food Hub Resource Guide "A regional food hub is a business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand."

31. **LOCALLY GEOGRAPHIC PREFERENCE, ORGANIC, and PRODUCED BY SOCIALLY DISADVANTAGED FARMERS PRODUCTS** - The District requires exclusively locally-grown produce be included in response to the RFP. The District defines local in two tiers. The first is California Grown, a requirement. The second is a preference and includes produce growth and harvested within 150 miles of the District. To support sustainable agriculture and the health of farm communities, the District seeks to purchase Organic Certified produce, as demonstrated in the item list. Organic Certified refers to produce that has been certified according to USDA Organic standards. The District also recognizes alternative certifications including USDA Transitional Organic Certified, Regenerative Organic Certified, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, and other Climate Smart Practices. Vendors should clearly indicate which certifications apply to the products they are offering.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

"Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of

a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, Hispanics, and women." Individuals who fall under the SDFR definition must own at least 51% of the farm operation to qualify."

32. **TRACEABILITY** - The selected vendor(s) will be required to provide source identification, including farm name(s), municipal location for all California-Grown products in invoices and usage/velocity reports. When farm name is not available due to product aggregation prior to the product being acquired by the vendor, then supplier name, brand name, and municipal location must be provided for all California-grown products invoices and usage/velocity reports. All products must be California-Grown and labeling must follow USDA labeling requirements.

33. **PUBLIC RECORDS ACT** - Responses to this RFP shall be subject to the provisions of the California Public Records Act. Those elements in each Proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Proposer to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances, will the District be responsible or liable to the Proposer or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Contractors.

    The Proposer, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the RFP and shall hold the District harmless from all costs and expenses, including attorneys' fees, in connection with such action.

34. **CONTRACTING WITH SMALL BUSINESSES** - Per CFR 200.321 the District will provide consideration for contracting with a bidder that falls under the definition of small business provided in the Health and Safety Code 23395.20: " "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars ($10,000,000) or less over the past three years."

35. **CONTRACTING WITH MINORITY OWNED BUSINESS** - Per CFR 200.321 the District will provide consideration for contracting with a bidder that is a minority or women owned business. CFR 4.62 defines a minority or women owned business as "...at

least 51 percent unconditionally-owned by one or more members of a minority group or by one or more women…"

36. **SUPPORTING WOMEN, VETERAN, AND DISABLED FARMERS -** The District will provide consideration to proposers who support Women owned and operated farms, Veteran owned and operated farms, and/or Disabled Farmer owned and operated farms.

37. **ENVIRONMENTAL SUSTAINABILITY STRATEGIES** - The District will provide consideration for contracting with a bidder that is certified in one or more of the following: USDA Organic Certified, USDA Transitional Organic Certified, Regenerative Organic, Pesticide-Free (non-certified), Agricultural Justice Project, Sustainably Grown Certified, Other Climate Smart Practices

38. **FUEL CHARGES** - No fuel surcharges will be accepted under this contract, and the addition of such charges shall not be permitted during the period of the term of this contract.

39. **MULTI-YEAR EXTENSIONS** - Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years not to exceed three (3) years. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
    - The District has deemed the products and services of the vendor satisfactory. Renewal consideration will include performance evaluation. Of particular importance to the District is that product is sourced from local farms. The District will evaluate whether the vendor's proposal significantly differs from the actual supplier list reflected on invoices provided to the district.
    - The Vendor shall submit a list of the price increases for the next fiscal year (July 1- June 30) by the last business day in April. Price increase must not exceed the current year's San Francisco Area Consumer Price List with a maximum of 5% per contract term.
    - Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.

40. **LIMITATIONS** - The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other

school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.

41. **AWARD** - The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. The District further reserves the right to contract the work with whomever and in whatever manner the District decides to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

    This contract will be awarded to single or multiple responsive and responsible bidders who meet RFP terms and conditions. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.

    The committee may investigate the qualifications of the bidder/vendor under consideration, require confirmation of information furnished by the bidder/vendor, and require additional information and evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the vendor.
    The committee will make a recommendation to the Board of Trustees.

    The Director of Child Nutrition Services will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Child Nutrition Services Department will issue an intent to Award Letter to the successful bidder(s). The Alum Rock Union Elementary School District Board of Education will formally award the award.

42. **BASIS OF AWARD** - The Board of Trustees of the Alum Rock Union Elementary School District intends to award the RFP based on price, traceability, delivery specifications, minimum delivery amounts, geographic preference, disadvantaged farmers support, small and minority business status, technology and reports, and service per the specifications herein. Parties will be assigned a score based on these criteria. Please refer to the evaluation criteria on page 28. Farm to School Fresh Produce vendors shall be awarded the bid for service between **July 1, 2025 through June 30, 2026.**

    A. The Alum Rock Union Elementary School District reserves the right to reject quotations and waive any formality in the bidding.

B. Awarded vendors will be required to enter into a contract with Alum Rock Union Elementary School District.

43. PROPOSAL PROTEST PROCEDURES

A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The District's Child Nutrition Services Director will receive the protest in writing no later than 3:00 p.m. after the fifth (5^{th}) business day following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.

C. **Resolution of Controversy**: Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within thirty- (30) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.

D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

Alum Rock Union Elementary School District
Teresa DeCelles
Assistant Superintendent of Business
2930 Gay Avenue
San Jose, CA 95127

E. **Appeal Review and Finality**: The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Child Nutrition Director and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The Assistant Superintendent of Business Services or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.

F. **Reservation of Rights to Proceed with Contract Pending Appeal**: The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

G. **Waiver:** The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under to the California Government Code, or filing of any other legal proceedings.

44. PROVISIONS:

A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

B. **Binding Effect** - This Agreement shall inure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.

C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.

E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have

read this Agreement, understand it, and agree to be bound by its terms and conditions.

F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. **Hold Harmless Clause** - The successful bidder(s) agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or insure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. **Prevailing Law** - In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.

I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.

J. **Permits and Licenses** - The successful bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.

K. **Toll Charges** - If the District places toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder(s) shall accept charges for such calls on a reverse charge basis.

L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the District.

N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require compliance by all subcontractors employed on the work by them.

O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The vendor shall not be entitled to further compensation or payment from the District.

P. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

Q. **Cancellation for Insufficient or Non-Appropriated Food Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

R. **Termination for Default** - The District may, by five (5) business days' written notice to Contractor, terminate this Agreement in whole or in part at any time because of the failure of Contractor to fulfill its contractual obligations. The District, in its sole and absolute discretion, shall determine the acceptability of Contractor's performance under this Agreement. Upon receipt of such notice, Contractor shall:

    a. Immediately discontinue all services affected (unless the notice directs otherwise) and

b. Deliver to the District all information and material as may have been involved in the provision of services hereunder whether provided by the District or generated by Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice of default.

If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

S. Termination for Insolvency - Upon written notice to Contractor, the District may terminate this Agreement forthwith and without penalty in the event of the occurrence of any of the following:

a. Insolvency of Contractor (Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of such laws),

b. The filing of a voluntary or involuntary petition regarding Contractor under the Bankruptcy Code,

c. The appointment of a Receiver or Trustee for Contractor, or

d. The execution by Contractor of a general assignment for the benefit of creditors.

The rights and remedies of the District in this section are in addition to any other rights and remedies provided by law or under this Agreement.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

T. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in or omissions from the RFP documents, they may submit to the Child Nutrition Services Director of the Alum Rock Union Elementary School District a written email request for clarification and the response to it will be e-mailed to all bidder(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.

U. **Product Shortages** - If the successful bidder(s) cannot supply any product listed herein, the District may purchase the said product at a fair market value from another source. The difference in cost and all delivery charges shall be the supplier's responsibility, listed in the original contract agreement.

V. **Failure to Fulfill Contract** – When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with the vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner with another vendor as seems to the Board of Trustees to be to the best advantage to the District. Any failure to furnish such articles or services by reason because of the vendor or contractor, as above stated, shall be the liability against the vendor and his sureties. The District reserves the right to cancel any articles or services that the successful bidder may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the bidder's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

W. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

X. **Tuberculosis** - Successful Distributor agrees to comply with the provisions of Education Code section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course

Y. **Attorneys' Fees** – In the event of any dispute between the District and the Vendor about this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorney's fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

37. CERTIFICATIONS

A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
    a. Section 306 of Clean Air Act (42 U.S.C. 1847(h)):
    b. Section 508 of the Clean Water Act (33 U.S.C. 1368);
    c. Executive Order 11738;
    d. Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPS's List of Violating Facilities

C. **Suspension and Debarment Certifications:** The USDA Certification Regarding Debarment must accompany this proposal and each **subsequent** additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

D. **Lobbying**: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration

E. **Energy Policy and Conservation Act:** The Vendor shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. **Contract Work Hours and Safety Standards Act Compliance:** In the performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

G. **The Certification Regarding the Iran Contracting Act**

H. **The Contractors Certification** - Regarding Drug-Free Workplace

I. **The Contractors Certification** - Alcoholic Beverages and Tobacco-Free Workplace

J. **The Contractors Certification** – Workers' Compensation

K. **Equal Opportunity**

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written. Bidder's signed Bid and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

DISTRICT
Alum Rock Union Elementary School District
By: _____

Title: _____

Address:
2930 Gay Avenue
San Jose, CA 95127
Phone No: (408) 928-6903

Fax No: (408) 928-6413

PROVISIONER
Yegi Organics
By: Cecilia Lora Chavez

Title: Owner

Address:
636 11th Avenue
Menlo Park CA 94025

Phone No: (831) 262 5219 / (415) 650 6885
Fax No. N/A