ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
July 31, 2025

Regular Board of Trustees Meeting - July 31, 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 #02-25/26

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/88597355111?pwd=LM2LexCBdzDozxwhuvUnOgbMXSf9iT.1

Passcode: 168806

Phone one-tap: +16699006833,,88597355111#,,,,*168806# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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. on this agenda as stated below.

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

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

3. COMMENTS / COMMUNICATION

3.1 Teamsters.

3.2 California School Employee's Association (CSEA).

3.3 Alum Rock Educator's Association (AREA).

3.4 Alum Rock Administrator's Association (ARAA).

3.5 Superintendent.

3.6 Board of Trustees.

4. SUPERINTENDENT / BOARD BUSINESS - (The Board may take action on

any item in this section, unless it is designated for information only.)

4.1 Super Copita Directive

Direct the administration to enter into a multi-district Memorandum of Understanding (MOU) with participating East Side Alliance school districts to participate in the proposed Spring 2026 "Spartan East Side Promise Super Copita" multi-district soccer tournament by October 15th, 2025. Super Copita Directive.pdf

It is the recommendation of the Superintendent that the Board of Trustees direct the administration to enter into a multi-district MOU with participating East Side Alliance school districts in the proposed Spring 2026 "Spartan East Side Promise Super Copita" as described.

4.2 Receive Report of Facilities Repurposing Advisory Committee (FRAC).

The FRAC will provide the Board a report and recommendation containing the following: the amount of surplus space and real property, priority list of use of surplus space and real property that will be acceptable to the community, and limits of tolerance of use of District space and real property. Receive Report of Facilties Repurposing Adv Committee.pdf

It is the recommendation of the Superintendent that the Board of Trustees accept the report of the FRAC as presented.

5. 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.)

5.1 **Addendum for an Extension of Year Two with SLIC Commodity Cooperative RFP No. 2425-01 for 2025-2026 School Year**

Alum Rock Union Elementary School District, through Child Nutrition Services, participates in the SLIC Commodity Cooperative with 121 California school districts. In joining SLIC Co-Op, all raw commodity items received from USDA such as cheese, meat, poultry, beans, flour, and vegetables are distributed to manufacturers for further processing to develop USDA-approved entrees. In addition, SLIC manages Department of Defense (DOD) fresh fruits and vegetables allocations and Brown Box commodity items assigned and requested by the district. SLIC Commodity Cooperative has held a previous contract (RFP No. 2425-01, with 4 additional year extensions), with Sequoia Union High School District as the lead district and Gold Star

Foods as the awarded vendor.

BOARD COVER LETTER - SLIC Gold Star 25-26 .docx.pdf

0297_001.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve year two of four (2 of 4) extension for Gold Star Foods, Inc. in the amount of $1,400,000.

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 Approval of Updated Job Description - Bond Program Director and Approval of Updated Classified Management Salary Schedule to Include the Bond Program Director Position.

Board Cover Bond Program Director 7.31.25.docx

JD - Bond Program Director.pdf Classified Management Salary Schedule.pdf

6.2 Resignations (Information Only)

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

Cover - Resignations - 7.31.25.doc

Classified Resignations 7.31.25.doc

Certificated Resignations.pdf

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

7.1 **Approve Tri-Valley Excavating Co. Inc. for the Parking Lot Paving Replacement/Repairs at Sheppard Middle School.**

The District released Bid No. 2526-Bonds02, Project #20 for paving replacement/repairs of two (2) staff parking lots at Sheppard Middle School.

The District received the following two (2) bid/proposals:

Firm Name:	Bid/Proposal Amount:
Tri-Valley Excavating Co, Inc.	$205,446

Galeb Paving, Inc.	$217,426

Tri-Valley Excavating- July 31, 2025 Board Meeting.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve the bid and contract with Tri-Valley Excavating Co. Inc. in the amount of $205,446 dollars.

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 Hanover Research Presentation.

Hanover Research was contracted to complete a special education study. The primary goals of the research were to understand perceptions, evaluate outcomes, identify potential areas for efficiencies and identify areas for growth within the Special Education (SPED) program. The Hanover group used survey information and in-depth interviews obtained from district staff and parents of special education students for Phase 1 of the study. The presentation includes several recommendations for next steps, including conducting cost and student data analyses for SPED programs, implementing an annual survey to track trends, organizing focus groups for deeper parent insights, and strengthening the SST process to better support families and staff. Overall, these ongoing efforts are deemed essential for enhancing support and communication within the SPED program. Hanover Research Presentation B.C..pdf

8.2 Joe DeRose-Special Presentation

Support Information: Born in San Jose, California, Joe has been playing the drums since the age of five. He was first taught at home by his older brother, Gino, then later by the late great Karl "Animal" Carter. Joe later became active playing in school bands in the Alum Rock School District. He received a scholarship to attend the Stanford Jazz workshop and then became a member of The Alum Rock Jazz Band (1987-88). He then won The Ed Villigran Award for most outstanding musician. Joe is honored to announce that Vater Percussion, the World's leading drum stick manufacturer, is producing Joe's very own signature stick, Joe DeRose's, "The Pocket". Tonight, Joe will present a pair of sticks to each member of the board as a token of gratitude for all that ARUSD represents for young musicians in our community. Joe DeRose B.C..pdf

Special Presentation

8.3 Proposition 28: Arts and Music in Schools Funding Annual

Report Fiscal Year 2024–25

To comply with Proposition 28 legal requirements as set forth by the State and California Education Code (EC) Section 8820 (g) (4)-Local Educational Agencies (LEA's) must have this annual report board approved, submitted to the California Department of Education (CDE), and posted to the LEA's website. The report includes the number of full-time equivalent teachers, classified personnel, and teaching aides; the number of pupils served; and the number of school sites providing arts education programs with AMS funds. Prop.28. B.C.pdf Prop.28.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve the Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2024–25

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 Ripcord Inc. Services Contract for the 2025/2026 SY. This contract will provide scanning/digital imaging, indexing conversion, and secure destruction of district documents. Submitted by Information Technology Support Services, $251,103.91 dollars.

The district is required to retain documents of varying time periods, including some documents that can never be disposed of. This has caused the District to allocate more and more space dedicated to the preservation of these, as well as an ever-increasing cost of labor to find and retrieve documents when requested

The district has partnered with Ripcord, a document imaging company, referenced in the initial RFP award. The district wishes to continue this partnership for another 3 years in order to complete the conversion of all physical records to electronic ones. Total contract cost: $251,103.91.

RIPCORD-INC.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve a contract for the digitization of physical documents from August 1, 2025, to June 30, 2028.

9.2 Approve the Lozano Smith Services Contract for the 2025/2026 SY. This contract will provide timely, expert guidance on a wide range of complex and sensitive legal matters. Submitted by Student Services, $200,000.00 dollars.

Lozano Smith LLP serves as a trusted legal partner to Alum Rock Union School District, providing timely, expert consultation on a wide range of complex and sensitive legal matters. These include, but are not limited to, suspensions and expulsions, Section 504 compliance, Title IX investigations, Uniform Complaint Procedures (UCP), bullying and harassment complaints, sexual harassment claims, and Office for Civil Rights (OCR) cases.

LOZANO-SMITH-LLP.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve the contract with Lozano Smith for the 25/26 school year in the amount of $200,000.00.

9.3 Approve the School Status, LLC Services Contract for the 2025/2026 SY. This contract will provide attendance analysis reports and prepare physical school attendance letters for students' parents. Submitted by Student Support Services, $206,400.00 dollars.

Attention2Attendance is a student attendance data management software that provides attendance analysis reports to ARUSD and physically prepares school attendance letters for student parents.

SCHOOLSTATUS-LLC-A2A.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve the Schoolstatus, LLC - Attention2Attendance "A2A" contract for the 2025/2026 school year in the amount of $206,400.00

9.4 Approve the Amergis Healthcare Staffing, Inc. Services Contract for the 2025/2026 SY. This contract will provide LVN services to ARUSD students with medical needs. Submitted by Student Support Services, $150,000.00 dollars.

Amergis Healthcare Staffing, Inc. provides LVN services to ARUSD students with medical needs, such as diabetes management, during school hours for the 2025/2026 school year.

AMERGIS-HEALTHCARE-STAFFING.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve the Amergis Healthcare Staffing, Inc. contract for the 2025/2026 school year in the amount of $150,000.00

10. 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.)

10.1 Notices of Employment and Changes of Status / Human Resources

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

Cover - Personnel Report - 7.31.25.doc

Classified Personnel Report 7.31.25.pdf

Certificated Personnel Report.pdf

10.2 Approve Resolution No. 02-25/26 Inventory Disposal.

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

JULY-31-INVENTORY-DISOPSAL-COVER-PAGE.pdf

July-31-Inventory-Disposal-#02-2526.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve of the sale, donation and/or disposal, of surplus property listed on the attached sheet(s) dated July 31, 2025.

10.3 Approve Contracts for Professional Services-Firms/Organizations

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

JULY-31-FIRMS-COVER-PAGE.pdf

July-31-2025 FIRMS.pdf

BAY-AREA-WOMENS-SPORT-INITIATIVE.pdf

GREENESPORT-ASSOCIATION.pdf

YOUNG-PRODUCERS-GROUP.pdf

CAPITOL-PUBLIC-FINANCE-GROUP.pdf

DALE-SCOTT-&-CO.pdf

C-AND-B-LANDSCAPE.pdf

GENERAL-TREE-SERVICE.pdf

HARRY-L.-MURPHY.pdf

SECURITY-ALERT-SYSTEMS-OF-CALIFORNIA.pdf

SOUND-&-SIGNAL.pdf

UNITED-MECHANICAL.pdf

B43PRODUCTIONS-INC.pdf

CALIFORNIA-SCHOOL-BOARDS-ASSOCIATION-GAMUT.pdf

CREATIVE-WEST-GRAPHICS-SOLUTIONS.pdf

DATAGENOMIX-LLC.pdf

EARLY-COLLEGE-OUTREACH-PARENT-PROGRAM .pdf

HEALTHIER-KIDS-FOUNDATION-SANTA-CLARA-COUNTY.pdf

SOUND-SOULUTIONS.pdf

CITY-PEACE-PROJECT-MENTORSHIP.pdf

CITY-PEACE-PROJECT-ON-CAMPUS-SUPPORT.pdf

FORTUNE-CABLING-SERVICES.pdf

SUTHERLAND-CONSULTING-GROUP.pdf

It is the recommendation of the Superintendent that the Board of Trustees approve of the following contracts for professional services on the attached sheet(s). Contract details are on file in the Purchasing Office.

10.4 Approve Memorandum(s) of Understanding

The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated July 31, 2025.

JULY-31-MOU-BOARD-COVER.pdf

July-31-2025-MOU.docx

REAL-OPTIONS.pdf

SOCIAL-SERVICES-AGENCY.pdf

It is the recommendation of the Superintendent that the Board of Trustees accept the following memorandum(s) of understanding. MOU details are on file in the Purchasing Office.

10.5 Current Enrollment Report

Enrollment Cover.pdf Enrollment_(report).pdf

11. 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.

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

11.2 CONFERENCE WITH LEGAL COUNSEL--Appeal of Investigative Findings (Board Policy and Regulations 1312.1): Complaint of SC.

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

11.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code Section 54956.8) Agency Negotiators: Public Property Advisors, Lisa Gillmor and Paulo Hernandez, and German Cerda, Superintendent and Teresa DeCelles, Assistant Superintendent of Business Services; Properties: 1300 Tallahassee Dr., San Jose, CA 95122-3939, 1824 Daytona Dr., San Jose, CA 95122-1719, 3720 East Hills Dr., San Jose, CA 95127-2418, 1290 Bal Harbor Dr., San Jose, CA 95122-1902, 277 Mahoney Dr., San Jose, CA 95127-3547, 1711 E. San Antonio St., San Jose, CA 95116-3041, 500 Rough & Ready Rd., San Jose, CA 95133-2068, 2000 Kammerer Ave., San Jose, CA 95116-3016, 600 Sinclair Dr., San Jose, CA 95116, 2050 Kammerer Avenue, San Jose, CA 95116.
Negotiating Parties: Not yet determined
Under discussion/negotiations: Price and terms of payment

11.5 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; (13) Arturo Vazquez vs ALUM ROCK ELEMENTARY SCHOOL DISTRICT, Santa Clara County Superior Court case no. 24CV441801.

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

11.7 PUBLIC EMPLOYEE APPOINTMENT / PUBLIC EMPLOYMENT (Government Code Section 54957) Title: Assistant Principal, San Antonio Elementary School

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

12. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

12.1 Report of Action Taken in Closed Session

Action:

13. ADJOURNMENT

President adjourns the meeting.

4.1

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: July 20, 2025

Subject: **Super Copita Directive**

Support Information: Direct the administration to enter into a multi-district Memorandum of Understanding (MOU) with participating East Side Alliance school districts to participate in the proposed Spring 2026 "Spartan East Side Promise Super Copita" multi-district soccer tournament by October 15th, 2025.

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees direct the administration to enter into a multi-district MOU with participating East Side Alliance school districts in the proposed Spring 2026 "Spartan East Side Promise Super Copita" as described.

Submitted by: Germán Cerda Title: Superintendent

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Recommend Approval

4.1
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

4.2

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: July 20, 2025

Subject: **Receive Report of Facilities Repurposing Advisory Committee (FRAC).**

Support Information: The FRAC will provide the Board a report and recommendation containing the following: the amount of surplus space and real property, priority list of use of surplus space and real property that will be acceptable to the community, and limits of tolerance of use of District space and real property

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees accept the report of the FRAC as presented.

Submitted by: Germán Cerda Title: Superintendent

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Recommended Approval

4.2
Agenda Placement

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: July 31, 2025

Subject: **Addendum for an Extension of Year Two with SLIC Commodity Cooperative RFP No. 2425-01 for 2025-2026 School Year**

Support Information: Alum Rock Union Elementary School District, through Child Nutrition Services, participates in the SLIC Commodity Cooperative with 121 California school districts. In joining SLIC Co-Op, all raw commodity items received from USDA such as cheese, meat, poultry, beans, flour, and vegetables are distributed to manufacturers for further processing to develop USDA-approved entrees. In addition, SLIC manages Department of Defense (DOD) fresh fruits and vegetables allocations and Brown Box commodity items assigned and requested by the district. SLIC Commodity Cooperative has held a previous contract (RFP No. 2425-01, with 4 additional year extensions), with Sequoia Union High School District as the lead district and Gold Star Foods as the awarded vendor.

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 year two of four (2 of 4) extension for Gold Star Foods, Inc. in the amount of $1,400,000.

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: July 31, 2025
Regular Board Meeting

Recommend Approval

5.1
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☐ Independent Contractor Agreement ☐ MOU

School/Department: Child Nutrition Services Date: July 31, 2025

Requested by: Denisse B. Mendez

Name of Company/Individual to be contracted: Gold Star Foods, Inc.

Address: 3781 E. Airport Drive

City: Ontario State: CA Zip Code: 91761

Dates of Services: 8/1/2025 - 8/1/2026

Services to be provided:

In joining SLIC Cooperative all ARUSD district allocated USDA commodities, Department of Defense (DOD) fresh fruits and vegetables, and Brown Box food items are processed through various approved manufactures on behalf of Alum Rock School District. Child Nutrition Services recommends participating in SLIC Cooperative for school year 2025-2026 RFP No. 2425-01.

Estimated Cost: $1,400,000

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
130	5310	0	4700	00	0000	3700	000000	480	3700	1,400,000	JN 7/17/25

Supervisor's Signature: Date: 7/17/25

Approved: ☐ **Yes** ☐ **No**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: _____

Child Nutrition Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☐ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**
☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absence of negotiated agreement.*

Name of Individual/Company: Gold Star Foods, Inc.
Address: 3781 E. Airport Drive City: Ontario State: CA Zip: 91761
Phone: ( ) Email: johncho@goldstarfoods.com
SSN: _____ Fed I.D. #: 26-1340567
CONTRACT TERM: start dates August 1, 2025 end date August 1, 2026

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

In participating in SLICC Cooperative, Alum Rock will distribute USDA commodities, Department of Defense (DOD) fresh produce, and Brown Box food items to USDA approved manufacturers for further processing through Gold Star Foods, Inc.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

X a. **Fee Rate:** $ $1,400,000 per _____ Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
130	5310	0	4700	00	0000	3700	000000	480	3700	1,400,000	JN 7/17/25

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 7/17/25
Director of Fiscal Services: _____ Date: 7/17/25
Asst. Supt., of Business Services: _____ Date: 7/17/25
Superintendent: _____ Date: _____

GOLD STAR FOODS

May 28, 2025

Sequoia Union High School District
300 James Ave.
Redwood City, CA 94062

Re: Extension Offer for RFP: 2425-01 SLIC Co-Op Administration and Distribution of Commodity and Commodity Processed Food

Gold Star Foods, Inc. is awarded the contract to Sequoia Union High School District in accordance with your bid mentioned above. The term of that original contract is July 1, 2024 through June 30, 2025. The contract may be extended for an additional four [4] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods respectfully requests a one-year extension effective July 1, 2025 with the following representation:

1. Manufacturer price changes: Any additional supporting documentation will be provided to the district upon request.

TYPE	CURRENT FEE	NEW PROPOSED FEE
USDA	$2.74	$2.74

We are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Thank you,

John Cho
E.V.P. of Revenue Management

Acceptance:

Signature

Lead District
Title

6/24/2025
Date

GOLD STAR FOODS

May 2, 2025

Sequoia Union High School District
C/O SLIC Coop
300 James Ave.
Redwood City, CA 94062

Re: Extension Offer for Bid: 2425-01 SLIC Co-Op Administration and Distribution of Commodity and Commodity Processed Food

Gold Star Foods, Inc. is awarded the contract to the SLIC Coop in accordance with your bid mentioned above. The term of that original contract is July 1, 2024, through June 30, 2025. The contract may be extended for an additional four [4] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods respectfully requests a one-year extension effective July 1, 2025 with the following representation:

1. Manufacturer price changes: Supporting documentation and manufacturer pricing to follow.
2. CPI Increase: 3.17 % Based on the Consumer Price Index San Francisco-Oakland-Hayward, CA "All Urban Consumers" "All items less shelter".

We are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Thank you,

John Cho
E.V.P. of Revenue Management

Acceptance:

Signature

Title: Food SVC Director / Lead District

6/19/2025
Date

1124 Board approved 6/18/2025

Sequoia Union High School District
300 James Ave.
Redwood City, CA 94062

ASSIGNMENT OF USDA DONATED FOOD DIRECT DIVERSION PROJECT

This assignment is entered into between Alum Rock Elementary School District, hereafter known as "Assignor", and Sequoia Union High School District, hereafter known as "Assignee" to commence services July 1, 2025.

Whereas, Assignor is a member district of the Schools Linked in Commodities (SLIC) Cooperative (SLIC Coop), a California cooperative consisting of public school agencies for the purchase of obtaining and purchasing U.S. Department of Agriculture (USDA) Brown Box, USDA Processed End Products, Department of Defense Fresh Fruits and Vegetables, and Commercially Purchased food and supplies for school food services.

Whereas, Assignee is the Lead Agency of the SLIC Coop with authority to contract for USDA Foods, other food and supplies, and related services on behalf of the Assignor.

It is hereby agreed that:

1. Both parties must remain eligible for receipt of USDA Foods as determined by the California Department of Education, Nutrition Services Division and/or Food Distribution Program.

2. Entitlement and "Fair Share" of USDA Foods, based on the Total Lunches Served (TLS) of the Assignor is assigned to the Assignee.

3. The Assignee is responsible for the ordering, receiving, storing and distribution of all USDA Foods, on behalf of the Assignor, according to policy and regulation as designated by the California Department of Education, Nutrition Services Division and/or Food Distribution Program and the USDA.

4. The Assignee will maintain an inventory management system that will fully account for all USDA Foods, including all raw/processed food items in storage as well as raw and processed product held at a Processor.

5. The Assignee is responsible for paying all FDS charges for the shipping and handling, as well as other associated costs incurred for the delivery or diversion of USDA Donated Commodity Foods, on behalf of the Assignor.

6. Should a loss of USDA Foods being held for the Assignor occur due to, but not limited to, theft, spoilage, etc., the Assignee is responsible to the California Department of Education, California Department of Education, Nutrition Services Division and/or Food Distribution Program and the USDA for the Fair Market Value of the food item(s). The reporting of any loss of USDA Foods is the responsibility of the Assignee.

7. Both the Assignee and Assignor are responsible for compliance with the USDA California Department of Education, Nutrition Services Division and/or Food Distribution Programs policies and regulations.

8. The Assignment will remain in force until such time as written notification has been given by the Assignor to the Assignee and the California Department of Education Food Distribution Program of its termination.

9. The Fee to be paid by Assignor directly to the Lead Agency/Assignee will be:

   a. Annual Membership fee

   b. Fee per case/unit of USDA Foods accepted and delivered for State Administrative Fee. (Assignee collects and pays this fee to the California Department of Education, Food Distribution Program on behalf of the member district).

   c. Fee per case/unit of DOD Fruits and Vegetables accepted and delivered for State Administrative Fee. (Assignee collects and pays this fee to the California Department of Education, Food Distribution Program on behalf of the member district).

ASSIGNOR

District: Alum Rock Elementary School District

Signature

Denisse Mendez
Printed Name

Director of Child Nutrition Services
Printed Title

DATE: 6/2/2025

ASSIGNEE/LEAD DISTRICT

Sequoia Union High School District

Signature

Sandra K. Jonaidi
Printed Name

Director
Printed Title

DATE: 5/21/2025

Important Contact Information:

Lead District
Sequoia Union High School District
300 James Avenue
Redwood City, CA 94062
Attn: Sandra Jonaidi
Phone: 650-306-1755 extension 22591
Cel: 408-799-6325
Fax: 650-306-8896

SLIC Coop Administrator/Distributor
Gold Star Foods
3781 E. Airport Dr.
Ontario, CA 91761
Attn: Stephanie Ewing
Phone: 530-295-7055
Fax: 909-843-9639

California Department of Education
Food Distribution Program
1430 N Street, Suite 4503
Sacramento, CA 95814
Attn: Marina Tapia
Phone: 916-324-0577
Fax: 916-327-4004

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: July 31, 2025

Subject: **Approval of Updated Job Description - Bond Program Director and Approval of Updated Classified Management Salary Schedule to Include the Bond Program Director Position.**

Support Information: Under the general direction of the Senior Executive of Bonds and MOT, the Bond Program Director shall be responsible for the District Bond Project Management. Approval of this position will enhance efficiency, control, and alignment with our organizational goals of the bonds program by managing a majority of our projects in-house, resulting in cost savings to the bonds program.

Fiscal Impact: None

Budgeted: N/A

Budget Source: General Fund

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve this item.

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

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Recommend Approval

6.1
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

Alum Rock Union Elementary School District
Position Title: Bond Program Director

Position:	Bond Program Director		
Work Year:	12 months	**Department:**	Bonds/MOT
Reports To:	Senior Exec. Bonds/MOT	**Salary Placement:**	Classified Management Salary Schedule

SUMMARY

Under the general direction of the Senior Executive of Bonds and MOT, but working closely with the Superintendent and Assistant Superintendent of Business, the Director of Bonds, and the Bond program manager. The Bond Program Director shall be responsible for the District Bond Project Management. The Bond Program Director will be responsible for the successful planning, programming, design, and construction of District Facilities. The Bond Program Director will provide District leadership required to complete a major capital development program. The position will plan and direct fiscal and human resources for the facilities planning and construction/reconstruction of all existing facilities.

ESSENTIAL FUNCTIONS

- Act in the capacity of District Program Officer for the Bond Programs.
- Plans, coordinates, and directs the facility modernization and construction program.
- Ensures that construction schedules are met and budgets are adhered to through the evaluation of facility plans, change orders, contract development and administration, and staff training and communication.
- Plans and monitors budgets and expenditures of planned projects.
- Serves as the responsible party to represent the District with local, State, and Federal agencies and with architects, engineers, technical and financial consultants, legal counsel, inspectors, and contractor representatives related to facilities planning approvals, funding, and construction.
- Participates in all preconstruction activities; coordination constructability reviews, assists in the development of construction phasing and scheduling, procurement, and installation of interim housing units, assists and supports the bidding process, job walks, analysis of bids before final contracts are awarded, and pre-construction conferences.
- Manages General Contractors, multiple Construction Management consultants, architects, and DSA Project Inspectors on multiple construction projects.
- Ensures that contractors and construction managers are maintaining safe work sites and practices and that the needs of the student, teachers, and administrative staff at the school sites are being protected.
- Standardization of Supplies & Materials – Responsible for management, monitoring, and reporting bonds to new projects.
- Confers with design professionals as appropriate in planning capital outlay projects.
- Coordinates with appropriate personnel in preparing and receiving quotes and bids, from new to planned projects.
- Develops plans and specifications, supervises and manages major capital outlay projects to be undertaken by district crews and/or outside contractors.
- Coordinates and manages site visitations, data collection, and analysis to ensure prudent oversight with laws and regulations.

Position Title: Bond Program Director (cont.)

- Facilitates meetings at various levels and prepares necessary reports for the purpose of conveying and/or gathering information required to perform functions.
- Provides technical support to the Citizens Bond Oversight Committee.
- Performs other related duties as assigned.

WORKING CONDITIONS

Environment:

- School facilities, buildings, maintenance yard, and outside work setting
- Subject to frequent interruptions and daily contact with staff, contractors, and other agencies related to school maintenance and construction.

Physical Abilities:

- Hearing and speaking to exchange information and make presentations
- Visual ability to read, prepare/process documents and small figures and monitor a wide area
- Dexterity of hands and fingers to operate a computer keyboard
- Driving a vehicle to conduct work
- Seeing to conduct inspection of data
- Sitting, walking and standing for extended periods of time
- Occasional carrying, pushing, pulling or lifting up to 25 pounds
- Some climbing and balancing; stooping, kneeling and crouching
- Frequent bending at the waist
- Frequent reaching overhead, above the shoulders and horizontally
- Frequent movement of head, looking up and down and side to side

Hazards:

- Some exposure to toxic materials
- Occasional contact with distraught individuals

MINIMUM QUALIFICATIONS

- Preferred Bilingual
- Certified Construction Management degree or equivalent
- Bachelor's degree or six (6) years of successful experience as a Construction Manager in facilities, maintenance, construction, engineering, or a related field.
- A thorough knowledge of construction management, contract development, and contract administration
- A proven track record in budget management, personnel management, public relations, and public records management
- Prefer six years of increasingly responsible supervisory experience in property management, contractor, and trades supervisor at Facilities or a similar type of environment, supplemented by several postsecondary courses in management, supervisory, or related fields.
- Ability to use assorted computer hardware/software (example PROCORE)
- Possession of a valid California Driver's license and proof of insurance according to Board Policy
- Strong project management skills
- Communicate effectively both orally and in writing

Position Title: Bond Program Director (cont.)

- Technical skills, related to building and construction, are required to perform multiple highly complex technical tasks, with a need to upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: interpreting and analyzing complex data and materials and drawing logical conclusions; maintaining complex records and preparing complex reports; and establishing and maintaining effective working relationships with others.
- Ability to plan, organize and maintain systems and processes; facilitate and negotiate resolution of complex issues and varying interests; interpret and analyze current and proposed state and federal legislation; plan, coordinate, and direct projects and preparations of reports; plan, organize and administer oversight and monitoring programs; explain and enforce policies, procedures and regulations; research and evaluate data, prepared written reports; develop and manage budgets; prepare and deliver oral presentations; train, supervise, and evaluate staff; prepare reports; maintain records; communicate effectively verbally and in writing; work with accuracy and attention to detail; operate PC and related software applications; effectively organize and prioritize assigned work; establish and maintain effective working relationships with other people.

Evaluation: Performance of this position will be evaluated in accordance with the classified management staff evaluation process.

Pending Board Approval

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
CLASSIFIED MANAGEMENT SALARY SCHEDULE
2023-24 (7.1%)

Board Approved: October 12, 2023
Effective: July 1, 2023

Title/Position	Work Year	1	2	3	4	5
Assistant Superintendent	219	$181,884.00	$190,978.00	$200,529.00	$210,552.00	$221,080.00
Senior Executive of Bonds, Maintenance, Operations and Transportation	219	$172,767.00	$181,406.00	$190,476.00	$200,000.00	$210,000.00
Officers Chief Bonds Officer Chief of Communications and Community Engagement Chief Technology Officer	219	$155,825.00	$163,617.00	$171,799.00	$180,390.00	$189,406.00
Director Bonds Bond Program Child Nutrition Services Fiscal Services Human Resources Maintenance, Operations & Transportation Technology Services	219	$141,402.00	$148,473.00	$155,897.00	$163,693.00	$171,875.00
Administrator Fiscal Services	219	$122,151.00	$128,257.00	$134,670.00	$141,402.00	$148,473.00
Coordinators/Managers Bond Program Bond Account Child Nutrition Services Human Resources Maintenance & Transportation Operations & Security Payroll Procurement Student Information Systems State & Federal Programs Transportation	219	$113,000.00	$118,652.00	$124,584.00	$130,813.00	$137,354.00
Academic Services Occupational Therapist	219	$99,898.00	$104,893.00	$110,137.00	$115,644.00	$121,427.00

* Earned Masters: $1,925 on base salary
* Earned Doctorate: $2,000 on base salary

Longevity Increments (5): $2,700 at 10, 14, 18, 22 and 25 years of service to the District. For initial placement of new Classified Management employees, relevant outside management experience may be used for placement on the salary schedule, including granting of any longevity increment(s).

6.2

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: July 31, 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 Title: Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Information Only

6.2
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

July 31, 2025

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Ascenso, Rebecca T	School Office Assistant/McCollam	07/29/2025
2.	Lamas, Jessica A	Bus Monitor/Special Education Department	07/16/2025
3.	Villacrusis, Maria V	Campus Paraeducator/Hubbard	07/01/2025
4.	Vo, Thao	Paraeducator Special Education II/Lyndale	07/30/2025

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

July 31, 2025

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Miranda Ramirez, Maria	School Psychologist/Special Educ Dept.	07/02/2025

7.1

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: July 24, 2025

Subject: **Approve Tri-Valley Excavating Co. Inc. for the Parking Lot Paving Replacement/Repairs at Sheppard Middle School.**

Support Information: The District released Bid No. 2526-Bonds02, Project #20 for paving replacement/repairs of two (2) staff parking lots at Sheppard Middle School.

The District received the following two (2) bid/proposals:

Firm Name:	Bid/Proposal Amount:
Tri-Valley Excavating Co, Inc.	$205,446
Galeb Paving, Inc.	$217,426

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the bid and contract with Tri-Valley Excavating Co. Inc. in the amount of $205,446 dollars.

Approved by: Eric Wasinger Title: Senior Executive of Bonds, Maintenance, Operations, and Transportation

To the Board of Trustees: Meeting: July 31, 2025

Regular Board Meeting

Recommend Approval

7.1
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

BID FORM AND PROPOSAL
EXHIBIT "A"

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: Tri-Valley Excavating Co, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **2526-Bonds02, Project #20** ("Work") for the following project known as:

Parking Lot Paving Replacement/Repairs at Sheppard Middle School

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Parking Lot 1	$ 38,056.50
Parking Lot 2	$ 167,389.50
Allowance:	$ 0
Total BASE BID	**$ 205,446.00**

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).

Additive/Deductive Alternates:

Alternate #1

0 dollars $ 0
Additive/Deductive

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

BID FORM AND PROPOSAL
EXHIBIT "A"

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: GALEB PAVING, INC.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **2526-Bonds02, Project #20** ("Work") for the following project known as:

Parking Lot Paving Replacement/Repairs at Sheppard Middle School

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Parking Lot 1	$ 47,900.00
Parking Lot 2	$ 149,760.00
Allowance:	$ 19,766.00
Total BASE BID	$ 217,426.00

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).

Additive/Deductive Alternates:

Alternate #1

N/A dollars $ _____
Additive/Deductive

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

8.1

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: July 21, 2025

Subject: **Hanover Research**

Support Information: Hanover Research was contracted to complete a special education study. The primary goals of the research were to understand perceptions, evaluate outcomes, identify potential areas for efficiencies and identify areas for growth within the Special Education (SPED) program. The Hanover group used survey information and in-depth interviews obtained from district staff and parents of special education students for Phase 1 of the study.

The presentation includes several recommendations for next steps, including conducting cost and student data analyses for SPED programs, implementing an annual survey to track trends, organizing focus groups for deeper parent insights, and strengthening the SST process to better support families and staff. Overall, these ongoing efforts are deemed essential for enhancing support and communication within the SPED program.

Fiscal Impact: No

Budgeted: N/A

Budget Source: N/A

Presentation:

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

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Presentation Only

8.1
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.2

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: July 3, 2025

Subject: **Joe DeRose – Special Presentation**

Support Information: Support Information: Born in San Jose, California, Joe has been playing the drums since the age of five. He was first taught at home by his older brother, Gino, then later by the late great Karl "Animal" Carter. Joe later became active playing in school bands in the Alum Rock School District. He received a scholarship to attend the Stanford Jazz workshop and then became a member of The Alum Rock Jazz Band (1987-88). He then won The Ed Villigran Award for most outstanding musician. Joe is honored to announce that Vater Percussion, the World's leading drum stick manufacturer, is producing Joe's very own signature stick, Joe DeRose's, "The Pocket". Tonight, Joe will present a pair of sticks to each member of the board as a token of gratitude for all that ARUSD represents for young musicians in our community.

Fiscal Impact: No

Budgeted: No Cost

Budget Source: Not Applicable

Presentation:

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

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Presentation

8.2
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.3

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: May 7, 2025

Subject: **Proposition 28: Arts and Music in Schools Annual Report, Fiscal Year 2024-25**

Support Information: To comply with Proposition 28 legal requirements as set forth by the State and California Education Code (EC) Section 8820(g)(4)—Local Educational Agencies (LEAs) must have this annual report board approved, submitted to the California Department of Education (CDE), and posted to the LEA's website. The report includes the number of full-time equivalent teachers, classified personnel, and teaching aides; the number of pupils served; and the number of school sites providing arts education programs with AMS funds.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Proposition 28: Arts & Music Ed.

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the Proposition 28: Arts and Music in Schools Funding Annual Report for Fiscal Year 2024-25

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

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Recommended Approval

8.3
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Proposition 28: Arts and Music in Schools Funding
Annual Report
Fiscal Year 2024–25

Name: Alum Rock Union School District

County-District-School (CDS) Code: 43693690000000

Allocation Year: 2023–24, 2024–25

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

   With Prop 28 support, we added new visual art programs at four school sites. We expanded dance instruction at five sites. We also introduced theater programs at four sites. In addition, we increased music instruction at four schools, allowing more students to participate in general music and instrumental ensembles.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds: 6

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds: .5

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds: 0

5. Number of students served with AMS funds: 2255

6. Number of school sites providing arts education programs with AMS funds: 17

Date of Approval by Governing Board/Body: 07/31/2025

Annual Report Data URL (direct PDF link to document on local educational agency website)

https://www.arusd.org/our-programs/the-arts/the-arts-overview

9.1

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: July 8th, 2025

Subject: **District Document Scanning/Digital Imaging and Indexing Conversion Services RFP No. 2223-TECH01**

Support Information: The District is required to retain documents for varying time periods, including some documents that can never be disposed of. This has caused the District to allocate more and more space dedicated to the preservation of these, as well as an ever-increasing cost of labor to find and retrieve documents when requested.
The district has partnered with Ripcord, a document imaging company referenced in the initial RFP award. The district wishes to continue this partnership for another 3 years in order to complete the conversion of all physical records to electronic ones.
Total contract cost: $251,103.91

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: General Fund

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve a contract for digitizing physical documents from August 1, 2025, to June 30, 2028.

Approved by: Brett Littrell BAL Title: Chief Technology Officer

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

To the Board of Trustees:

Meeting: July 31, 2025
Regular Board Meeting

Recommend Approval

9.1
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Information Technology Support SVCS (School/Dept.) VENDOR NO. _____

Submitted by: Brett Littrell, Chief Technology Officer

☐ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Ripcord Inc.

Address: 30955 Huntwood Ave City: Hayward State: CA Zip: 94544

Phone: (_____) Email Address: hyang@ripcord.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2028, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
District Documents Scanning/Digital Imaging, Indexing Conversation, and Secure Destruction of Documents.

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

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

X b. **Other:** $251,103.91 (describe rate agreement) Progress payment is based on completed work for a 3-year, $83,701.30 a year, and the monthly billing frequently.

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7700	000000	460	5040	$251,103.91	A Marie Newton 7/1/25

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

RIPCORD

Prepared By	Hua Yang	Company Address	30955 Huntwood Ave. Hayward, CA 94544 United States
Email	hyang@ripcord.com		
Quote Number	25-06-394	Expiration Date	6/30/2025

Prepared For

Contact Name	Brett Littrell	Account Name	Alum Rock Union School District
		Billing Address	2930 Gay Ave San Jose, California 95127 United States

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
Canopy: Canopy Annual Subscription, Tier 1: 1 - 50 users	Canopy software subscription for the included number of named users and storage for the selected tier. The selected tier includes usage up to the maximum limits. For additional users, an upgrade to the next tier is required. If the storage limit is exceeded, the additional storage may be purchased.	Canopy Subscription Year 1	1.00	USD 19,250.00	USD 19,250.00
Canopy: Canopy Annual Subscription, Tier 1: 1 - 50 users	Canopy software subscription for the included number of named users and storage for the selected tier. The selected tier includes usage up to the maximum limits. For additional users, an upgrade to the next tier is required. If the storage limit is exceeded, the additional storage may be purchased.	Canopy Subscription Year 2	1.00	USD 19,250.00	USD 19,250.00
Canopy: Canopy Annual Subscription, Tier 1: 1 - 50 users	Canopy software subscription for the included number of named users and storage for the selected tier. The selected tier includes usage up to the maximum limits. For additional users, an upgrade to the next tier is required. If the storage limit is exceeded, the additional storage may be purchased.	Canopy Subscription Year 3	1.00	USD 19,250.00	USD 19,250.00
Canopy: Additional Storage (terabytes)	Terabytes of storage in Ripcord's leading content management platform	Predicted Storage Growth in Year-1	1.00	USD 1,100.00	USD 1,100.00
Canopy: Additional Storage (terabytes)	Terabytes of storage in Ripcord's leading content management platform	Predicted Storage Growth in Year-2	2.00	USD 1,100.00	USD 2,200.00
Canopy: Additional Storage (terabytes)	Terabytes of storage in Ripcord's leading content management platform	Predicted Storage Growth in Year-3	5.00	USD 1,100.00	USD 5,500.00
Enrichment: Full Page OCR & Searchable PDF Output	Text layer added to images and full-text OCR for machine-printed text.		918,750.00	USD 0.0055	USD 5,053.13
Digitization: Document Reassembly, Minimum Tier 1 (100,000 -	Reassemble documents back into folders or binders. Pages will be in reverse order but retain their identity		105,000.00	USD 0.0408	USD 4,284.00

499,999)	as a colleciton.				
Digitization: Folder / Flatbed Digitization, Long Folder Naming Tier 1 (100,000 - 499,999)	Folder image or single page flatbed scanning of standard sized content: 8.5 x 11" and 8.5 x 14. Up to 100 characters entered for Folder naming. No other attributes indexed.		22,500.00	USD 0.165	USD 3,712.50
Digitization: Large Format (B-E) Digitization, Heavy Prep Tier 1 (100,000 - 499,999)	Large format standard sizes including B: 12" x 18", C: 18" x 24", 24" x 36", 36" x 48". Standard prep. Includes damage repair, overly folded (more than four folds), stapled maps or other special handling.		5,250.00	USD 2.75	USD 14,437.50
Digitization: Standard, Light Prep Tier 2 (500,000 - 1,999,999)	Includes: - physical content reception and inventory - standard box labeling - full color scanning up to 520 dpi - full document breaking based on fasteners - standard QA to ensure image quality, rotate, and crop - sample QA to validate content during final review (percentage review will be agreed upon in SOW) - blank detection and removal (blank pages are not billed) - content delivery to SFTP (for up to 30 days) or Canopy (subscription not included) - physical content hold for up to 30 days - repack and return excluding add-on reassembly service and excluding shipping At least 99%, Standard sized content: 8.5" x 11" up to 11" x 17", bond paper, Lightly stapled/prong-fastened documents: At most 1 staple every 20 pages, At most 1 prong fastener every 20 pages, Up to 5% post-it notes, Up to 1% small sheets, repairs or exception content, document out-sorting, Up to 50 folders per box		913,500.00	USD 0.0759	USD 69,334.65
Enrichment: Automated Document Classification and Extraction, Fixed Form, Heavy Tier 3 (500,000-1,999,999)	Setup of layout for extraction using templating tools and layout. Extraction of up to 15 fields, not including line items. Line items need to be added if required.		183,750.00	USD 0.0363	USD 6,670.13
Digitization Services: Secure NAID Shredding	NAID compliant document shredding service. Sales price is per box.		120.00	USD 6.60	USD 792.00
Digitization: All Inclusive Digital Capture	Includes all classification and extraction. Price per image scanned.	Dayforward digital ingestion, including full OCR, searchable PDF (up to 20 pages) and extraction up to 5 custom attribute fields.	30,000.00	USD 0.103	USD 3,090.00
Enrichment: Full Page OCR & Searchable PDF Output	Text layer added to images and full-text OCR for machine-printed text.	Dayforward digital ingestion, overage pages for documents over 20-page	30,000.00	USD 0.006	USD 180.00
Professional Services		Services for Dayforward Digital Ingestion set up, 1-day per document type	15.00	USD 1,500.00	USD 22,500.00

		for estimated 15 types			
Digitization: All Inclusive Digital Capture	Includes all classification and extraction. Price per image scanned.	Digital Ingestion of Historical Data, including full OCR, searchable PDF (up to 20 pages) and extraction of up to 5 custom attribute fields	500,000.00	USD 0.103	USD 51,500.00
Enrichment: Full Page OCR & Searchable PDF Output	Text layer added to images and full-text OCR for machine-printed text.	Digital Ingestion of Historical Data, per page, for documents over 20 pages	500,000.00	USD 0.006	USD 3,000.00

One-Time Charges USD 0.00

Contract Start Date	7/1/2025
Contract End Date	6/30/2028
Billing Frequency	Monthly
Billing Terms	Net 30
Payment Method	ACH or Wire

Total Contract Value USD 251,103.91

Additional Quote Information

- Canopy subscriptions of $19250 and additional storage fees are billed in advance for 1-year terms
- Except for the Canopy subscription and additional storage, all other listed items are estimates only Services will be invoiced based on the actual volume delivered Customer.
- Each project will have its own defined requirements. If a project includes services not listed in the order form, those services will be charged at the following rates::
  - Standard Digitization - Medium Prep: $0.1199 per scanned image
  - Standard Digitization - Heavy Prep: $0.1738 per scanned image
- Customer agrees to a minimum committed Annual Contract Value (ACV) of $60,000, excluding the Canopy subscription and additional storage.
  - If the quantities consumed exceed the amounts listed above -- resulting in an increase in the ACV -- Customer agrees that the excess quantities will be invoiced monthly at the applicable unit sales rate multiplied by the excess quantity processed. All excess quantities shall be invoiced and paid by Customer accordingly
  - If the quantities consumed are below the minimum committed ACV at the end of any contract year, Customer agrees to pay the outstanding balance to fulfill the full minimum commitment. The amount paid will be treated as a prepaid credit and may be applied toward services in the following contract year, provided it falls within the overall contract duration.

Disclaimer

The Annual Subscription shall automatically renew for successive one (1) year periods, (each, a "Renewal Term") unless either party gives the other party at least thirty (30) days written notice prior to the end of the Contract End Date or the then-current Renewal Term of it's intent not to renew. Ripcord reserves the right to increase the Annual Subscription upon written notice to Client at least sixty (60) days prior to the start of such Renewal Term.

This form is governed by the Ripcord Master Subscription Service Agreement and incorporated therein as Exhibit A. Additional orders may be subsequently incorporated into the Agreement. Upon your execution, this document is a binding order for the products and services set forth herein. Unless otherwise stipulated, the contract start date is the date of signature on this document.

Quote Acceptance

Client

Ripcord

Signature _____

Name _____

Title _____

Date _____

Signature _____

Name _____

Title _____

Date _____

9.2

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: July 18, 2025

Subject: **Lozano Smith LLP**

Support Information: Lozano Smith LLP serves as a trusted legal partner to Alum Rock Union School District, providing timely, expert consultation on a wide range of complex and sensitive legal matters. These include, but are not limited to, suspensions and expulsions, Section 504 compliance, Title IX investigations, Uniform Complaint Procedures (UCP), bullying and harassment complaints, sexual harassment claims, and Office for Civil Rights (OCR) cases.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: LCAP Budget

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the contract with Lozano Smith for the 25/26 school year in the amount of $200,000.00.

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

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Recommend Approval

9.2
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Services (School/Dept.) VENDOR NO. 21317

Submitted by: Dr. Kiela Jimenez

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Lozano Smith Attorneys At Law.

Address: 7404 North Spalding Ave City: Fresno State: CA Zip: 93720

Phone: (559) 431 5600 Email Address: emartinez@lozanosmith.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
Lozano Smith LLP serves as a trusted legal partner to Alum Rock Union School District, providing timely, expert guidance on a wide range of complex and sensitive legal matters, including suspensions, expulsions, Section 504 compliance, Title IX investigations, Uniform Complaint Procedures, bullying, harassment, and OCR cases.

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

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

☑ b. **Other:** $200,000.00 (describe rate agreement) $225.00-450.00 per hour

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
010	0000	0	5810	00	0000	3130	000000	340	3220	$200,000.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is effective July 21, 2025 ("Effective Date"), between the ALUM ROCK UNION SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists unless Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. SCOPE OF SERVICES. Includes, but not limited to, suspensions and expulsions, Section 504 compliance, Title IX investigations, Uniform Complaint Procedures (UPC), bullying and harassment complaints, sexual harassment claims, and Office for Civil Rights (OCR) cases.

3. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

4. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services necessary to represent Client for a specific matter.

5. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be

assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

6. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

7. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

8. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

9. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date; (b) Client fails to comply with other terms and conditions of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests; (c) Client has failed to disclose material facts to Attorney; or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1, an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file documents maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by

Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

10. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain commercial liability and professional errors and omissions insurance.

11. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

12. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney or a retired judge, unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client may be ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms and conditions of this section shall survive the termination of the Agreement.

13. ENTIRE AGREEMENT. This Agreement with its Professional Rate Schedule attached supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by the Parties.

14. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or

modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

15. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

16. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

17. ASSIGNMENT. The terms and conditions of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

18. EXECUTION IN COUNTERPARTS; SIGNATURES. This Agreement may be executed in counterparts with signatures appearing on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or electronic image shall be deemed original signatures and binding on the Parties.

WHEREFORE, the Parties hereto, by their signatures below, enter into this Agreement pursuant to the above terms and conditions as of the Effective Date.

CLIENT SIGNATURE	**ATTORNEY SIGNATURE**
Alum Rock Union School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)* Karen M Rezendes
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 07/21/2025

Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR ALUM ROCK UNION SCHOOL DISTRICT

HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner**/ Senior Counsel/ Of Counsel	$ 350 - $ 410 per hour
Associate	$ 275 - $ 340 per hour
Paralegal/ Law Clerk	$ 225 - $ 300 per hour
Consultant	$ 125 - $ 395 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request. ** Rates for work performed by Senior Partners with 20 years of experience or more may range from $395 - $450 per hour.

SALE OR LEASE OF REAL PROPERTY WORK

Partner/ Senior Counsel/ Of Counsel	$ 450 per hour
Associate	$ 375 per hour
Paralegal/ Law Clerk	$ 225 per hour

BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

COSTS AND EXPENSES

Facsimile	No Charge
Copying and Printing	$0.25 per page
Postage	Actual Usage
Mileage	IRS Standard

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

LEADERSHIP COACHING AND CONSULTING

As part of Lozano Smith's Concierge Consulting Services (CCS), clients have the option of receiving up to five (5) hours of complimentary services which can be utilized each fiscal year. These services may include coaching, mentoring, or strategic planning guidance from a CCS Consultant.

9.3

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: July 3, 2025

Subject: **SchoolStatus, LLC – Attention2Attendance "A2A"**

Support Information: Attention2Attendance is a student attendance data management software that provides attendance analysis reports to ARUSD and physically prepares school attendance letters for student parents.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: LCAP Budget

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the SchoolStatus, LLC – Attention2Attendance "A2A" contract for the 2025/2026 school year in the amount of $206,400.00.

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

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Recommend Approval

9.3
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: B5D76870-86B7-41C5-9824-AE2B015BDB80

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Support Services (School/Dept.) VENDOR NO. 301628

Submitted by: Kiela Jimenez

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: SchoolStatus, LLC - Attention2Attendance "A2A"

Address: 1201 W Peachtree St NW Ste 2625 City: Atlanta State: GA Zip: 30309

Phone: (601) 620 0613 Email Address: nick.gilstrap@schoolstatus.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 31, 2025, and will diligently perform as required and complete performance by June 30, 2028, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
Attention2Attendance is a student attendance data management software that provides attendance analysis reports to ARUSD and physically prepares school attendance letters for student parents.

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

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

X b. **Other:** $206,400.00 (describe rate agreement) $68,000.00 per year

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	3130	000000	340	5210	206,400.00	MN 7/22/25

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Docusign Envelope ID: B5D76870-86B7-41C5-9824-AE2B015BDB80

Docusign Envelope ID: F17A7C6A-441E-423C-9421-1AC6BF045E60

SchoolStatus

Client Order

800 Woodlands Parkway, Suite 107
Ridgeland, MS 39157

Quote Number: Q-16326

Quote Expiration Date: 9/30/2025

Customer Contact: Jesus Araujo
Title: Student Support Specialist
Email: jesus.araujo@arusd.org
Phone: (408) 928-6961

Prepared Date: 6/25/2025
Prepared By: Nick Gilstrap
Contract Term: 36
Start Date: 7/1/2025
Contract End Date: 6/30/2028

Ship To: Alum Rock Union Elementary School District

Address: 2930 Gay Ave
City: San Jose
State/Province: California
Zip Code: 95127-2398
Country: United States

Bill To: Alum Rock Union Elementary School District
Bill To Address: 2930 Gay Ave
Bill To City: San Jose
Bill To State/Province: California
Bill To Zip Code: 95127
Bill To Country: United States

Products & Services	Quantity	Unit Price	Description	Discount	Total
Attend Advanced 7/1/2025 - 6/30/2026	1		Automated attendance intervention notices and encouragement letters.		$68,800.00
Attend Advanced 7/1/2026 - 6/30/2027	1		Automated attendance intervention notices and encouragement letters.		$68,800.00
Attend Advanced 7/1/2027 - 6/30/2028	1		Automated attendance intervention notices and encouragement letters.		$68,800.00
				Subtotal	**$206,400.00**
				Discount	
				Total	**$206,400.00**

Docusign Envelope ID: B5D76870-86B7-41C5-9824-AE2B015BDB80

Docusign Envelope ID: F17A7C6A-441E-423C-9421-1AC6BF045E60

SchoolStatus

800 Woodlands Parkway, Suite 107
Ridgeland, MS 39157

Client Order

Quote Number: Q-16326

Quote Expiration Date: 9/30/2025

Term

Subscription Term	Autorenewal Term
36	36

Annual Payments	Year 1 7/1/2025	Year 2 7/1/2026	Year 3 7/1/2027
Annual Payments	$68,800.00	$68,800.00	$68,800.00

Docusign Envelope ID: B5D76870-86B7-41C5-9824-AE2B015BDB80
Docusign Envelope ID: F17A7C6A-441E-423C-9421-1AC6BF045E60

SchoolStatus

Client Order

800 Woodlands Parkway, Suite 107

Ridgeland, MS 39157

Quote Number: Q-16326

Quote Expiration Date: 9/30/2025

The initial term of this Agreement (the "Initial Term") shall be the number of months listed in the above table and, if Auto-Renewal Term is indicated in the above table, the Agreement shall automatically renew for successive terms for the number of years indicated in the table (each a "Successive Term" and together with the Initial Term, the "Term") unless either Party provides written notice at least 60 days prior to the end of such Initial or Successive Term or this Agreement is terminated sooner pursuant to Termination section of the Master Services Agreement that governs this Order Form.

Additional Payment Terms

For SchoolStatus Attend, there is an additional $2,500 SIS change fee if Customer changes SIS during the Subscription/ Order Term. The fee will be due upon SchoolStatus commencing with the implementation of the new SIS.

For SchoolNow, SchoolNow Customers pay both a one-time configuration fee and for the annual subscription cost for the license of the Software and access to SchoolStatus's application server ("Service Fee"). SchoolStatus will invoice Customer for the initial implementation fee upon execution of the Order Form, and will invoice for Service Fees pursuant to the effective date of the Order Form that articulates the Service Fees. By signing this Order Form, Customer acknowledges that delays by Customer to provide content and/or information to SchoolStatus shall not be cause for institution of the Service Fees as designed herein. SchoolStatus reserves the right to change pricing based on additional features or excessive utilization of the software resources. Upon SchoolStatus providing project-related parties and/or Customer access to the Software and SchoolStatus's application server (the "Product"), shall constitute Customer accepting the Product as delivered.

This Order Form and the pricing contained herein are valid for 60 days from the quote created date above. All payments are to be remitted to SchoolStatus, LLC at P.O. Box 771470 St. Louis, MO 63177-9816.

By signing below, you agree to our Master Services Agreement, the Data Processing Addendum, the Terms and Conditions below your signature, and (d) the terms of this Order Form ("Agreement"), which together constitute the entirety of our Agreement with your organization, unless (i) Customer has a currently-effective, existing MSA and/or DPA executed by SchoolStatus, in which case such existing MSA will govern rather than (a) and/or such existing DPA will govern rather than (b); or (ii) otherwise set forth herein.

Terms and Conditions

I. General. All fees shall be paid according to the Payment Schedule and Payment Terms. In case of a conflict between this Order Form and the MSA, this Order Form shall prevail. This Order Form is not an invoice. Invoices will be sent to the billing contact set forth above based on the applicable payment schedule.

II. Service-Specific Terms. Based on Customer's Subscribed Services as indicated under Products & Services in the first table on page one of this Order Form (("Subscribed Services"), additional terms and conditions apply as provided in the following subsection.

A. For Attend and SchoolNow, the additional terms at https://www.schoolstatus.com/attend-terms-and-conditions also govern the Agreement.

B. Attend-specific Terms.

1. Sites
2. Data Elements.

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Quote Expiration Date: 9/30/2025

Aptitud Community Academy at Goss
Hubbard Media Art Academy
Linda Vista Elementary
Lyndale Elementary
Millard McCollam Elementary
Ocala STEAM Academy
Thomas P. Ryan Elementary
San Antonio Elementary
William L. Sheppard Middle School
Adelante Dual Language Academy
Adelante Dual Language Academy II
Russo/Mcentee Academy
Renaissance Academy at Mathson

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Data Elements	
The following data elements will be used to track and report on attendance/participation as well as provide sub-group, aggregate level reporting. Each Student Information System database is different; some additional values may need to be used to create the necessary database joins to connect these values correctly.	1. Student Demographic Data (e.g. Student ID, Grade, Ethnicity, Mailing Addresses, Home Languages, Parent/Guardian data, etc.) 2. Attendance Data 3. Discipline Data 4. Course Schedules 5. English Language Learner 6. Free & Reduced Lunch Status 7. Special Education 8. Migrant Status 9. Homeless
Please check this additional data element if you want SchoolStatus Attend to pull the data for aggregate-level reporting purposes only.	☐ Foster Care*

* ***CALIFORNIA AGREEMENTS ONLY:*** If District chooses to have SchoolStatus pull the Foster Care data element, to the extent required to secure the Foster Care data element, District designates SchoolStatus as a "designee" authorized to review juvenile court files under California Welfare & Institutions Code Section 827.

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Quote Number: Q-16326

Quote Expiration Date: 9/30/2025

B. Intervention Modalities. District has the option to utilize various modalities for Tier 1 Universal Intervention Types. In addition to letters sent via United States mail, texting, and email communication is available. District can opt-in to send text and email if it has the necessary and required consent from the parents or guardians of each student, as required by and in accordance with the applicable laws and regulations, to engage SchoolStatus and its subcontractors to send interventions/communication via emails or text messages.

Tier 1 Universal Intervention Types.

Universal Intervention Type:	District Intervention Selections
Unexcused Intervention 1	Included
Unexcused Intervention 2	Included
Unexcused Intervention 3	Included
Excused Intervention 1	Included
Excused Intervention 2	Included
Conference Notification Reminder	Included

Total number of mailings estimated is 12141 (*excluding Leadership).

*The number of estimated mailed interventions is determined by an algorithm based on past historical interventions mailed and incorporates factors such as best practices, district size, and grade levels served. Districts typically exceed this estimate by a small percentage, and we absorb all additional costs. In abnormal years, such as the recent pandemic, where an extreme overage in number of interventions mailed may exist, we will be invoicing the district if the actual mailed exceeds the estimated number by more than 5%. If this occurs, we will notify the district of their letter count before they are charged and then we will invoice the district at $1 per letter for the additional letters above the 5% overage. We will not charge the district unless actual mailed exceeds the estimated number by more than 5%.

Docusign Envelope ID: B5D76870-86B7-41C5-9824-AE2B015BDB80

Docusign Envelope ID: F17A7C6A-441E-423C-9421-1AC6BF045E60

SchoolStatus.

Client Order

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Ridgeland, MS 39157

Quote Number: Q-16326

Quote Expiration Date: 9/30/2025

☐ Please check this box if a PO is required to complete this transaction.

Yes, I have read and agree to the Terms and Conditions.

Account Name: Alum Rock Union Elementary School District

Authorized Representative: German Cerda **Signature:**_____

Title: Superintendent **Date:**_____

Please contact your account representative with any questions. Thank you, and we look forward to our partnership!

The Parties agree that the termination for convenience clause in Section 6 does not apply. This Agreement may only be terminated for cause

9.4

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 12, 2025

Subject: **Amergis Healthcare Staffing, INC**

Support Information: Amergis Healthcare Staffing, INC. provides LVN services to ARUSD students with medical needs, such as diabetes management, during school hours for the 2025/2026 school year.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: LCAP Budget

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the Amergis Healthcare Staffing, INC contract for the 2025/2026 school year in the amount of $150,000.00.

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

To the Board of Trustees: Meeting: July 17, 2025
Regular Board Meeting

Recommend Approval

9.4
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Services (School/Dept.) VENDOR NO. 300165

Submitted by: Dr. Kiela Jimenez

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Amergis Healthcare Staffing, INC.

Address: 7223 Lee DeForest Dr City: Columbia State: MD Zip: 21046

Phone: (408) 914 3884 Email Address: judelcar@amergis.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 01, 20 25, and will diligently perform as required and complete performance by June 30, 20 26, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
Amergis Healthcare Staffing, INC. provides LVN services to ARUSD students with medical needs, such as diabetes management, during school hours for the 2025/2026 school year.

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

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

☑ b. **Other:** $65.00 (describe rate agreement) $65.00 hourly bill rate for LVN services as needed. Not to exceed $150,000.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	3140	000000	340	5240	$150,000.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

amergis

STATEMENT OF WORK
ATTACHMENT "A"

1. **Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer's request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.

2. **Length of Assignment**. Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.

3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.

4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.

5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate Type (per hour)	Rate $ (per hour)
Behavior Tech - DNU | ST	Regular Rate Group	$50.00
BCBA | BCBA School	Regular Rate Group	$130.00
BCBA | BCBA School	Travel Rate Group	$130.00
Behavior Tech | Behavior Tech School	Regular Rate Group	$46.00
Psychologist | Psychologist School	Regular Rate Group	$140.00
Psychologist | Psychologist	Regular Rate Group	$140.00
Psychologist | Psychologist School	Travel Rate Group	$140.00
Psychologist | Psychologist	Travel Rate Group	$140.00
Special Education Teacher | Special Education Teacher School	Regular Rate Group	$85.00

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Special Education Teacher | Special Education Teacher School	Travel Rate Group	$85.00
Marriage and Family Counselor | Marriage and Family Counselor	Regular Rate Group	$95.00
Medical Social Worker | Medical Social Worker	Regular Rate Group	$95.00
Social Worker | Social Worker School	Regular Rate Group	$95.00
Marriage and Family Counselor | Marriage and Family Counselor	Travel Rate Group	$95.00
Medical Social Worker | Medical Social Worker	Travel Rate Group	$95.00
Social Worker | Social Worker School	Travel Rate Group	$95.00
RN Credentialed - DNU | School - ST	Regular Rate Group	$130.00
RN Credentialed - DNU | School - ST	Travel Rate Group	$130.00
Speech Language Pathologist | Speech Language Pathologist School	Regular Rate Group	$145.00
Speech Language Pathologist | Speech Language Pathologist	Regular Rate Group	$145.00
Speech Language Pathologist | Speech Language Pathologist School	Travel Rate Group	$145.00
Speech Language Pathologist | Speech Language Pathologist	Travel Rate Group	$145.00
School Aide | School Aide School	Regular Rate Group	$48.00
LPN | LPN - School	Regular Rate Group	$65.00
LPN 1:1 | LPN - 1:1 School	Regular Rate Group	$65.00

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*The Travel Bill Rate (per hour) includes reimbursement by Customer for Travel-Expense Payments Amergis makes to Travel Personnel.

6. **Out of School Time and Off-Site School Time Educational Services**. Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.

7. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).

8. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, Weekend Rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

9. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.

10. **Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Bill Rate for such hours, unless applicable state law requires a different multiplier.

11. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

12. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

13. **Invoicing.** Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:

14. **Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.

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15. **On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the "On-Call Hourly Rate" as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.

16. **Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.

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10.1

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: July 31, 2025

Subject: **Approve/Ratify Notices of Employment and Changes of Status/July 31, 2025**

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

Fiscal Impact: No

Budgeted: N/A

Budget Source: N/A

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the hiring of any new employee, and any change of status for existing employees.

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

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Recommend Approval

10.1
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CLASSIFIED PERSONNEL – July 31, 2025

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1. Chavarria Viedman, Lorena	Night Custodian II-Middle	04/10/2025
2. Robertson, Shawn Mark	Lead Mechanic/Transportation	07/14/2025

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
July 31, 2025

CERTIFICATED OFFER OF EMPLOYMENT:

CERTIFICATED CHANGES OF STATUS:

I. **Initial Variable Term Credential Waiver:**

1.	San Juan, Guadalupe	BCLAD: Spanish Authorization	08/08/2025

II. **Provisional Internship Permit for the 2025/26 School Year:**

1.	Gonzalez Aguilera, Maria	Teacher, Dual Immersion BCLAD: Spanish

10.2

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: July 31, 2025

Subject: **Resolution # 02-25/26 Inventory Disposal**

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

Fiscal Impact: No

Budgeted: No

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve of the sale, donation and/or disposal, of surplus property listed on the attached sheet(s) dated July 31, 2025.

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

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

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Recommend Approval

10.2
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled: _____

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

RESOLUTION # 02-25/26
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY

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

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

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

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

PASSED AND ADOPTED this 31st day of July 2025, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, Board President _____

Andrés Quintero, Board Vice President _____

Minh Pham, Board Clerk _____

Corina Herrera-Loera, Board Member _____

Minh Nguyen, Board Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on July 31, 2025.

_____
German Cerda, Superintendent

ITSS SURPLUS EQUIPMENT DISPOSAL

DATE: JULY 31, 2025

CHROMEBOOKS	SERIAL	TAG
DELL 3189	CTD48H2	IT10200
LEVOVO 100E GEN 2	YX01RL4R	IT10061
LEVOVO 100E GEN 2	YX01Q7AF	IT09940
ACER C731	NXGM8AA0017300F7C07600	N/A
ACER C731	NXGM8AA0017300F7C97600	N/A
DELL 3100	D0QGXF3	IT09682
HP 11A G8	5CD052D94B	IT06744
HP 11A G8	5CD9127QF7	IT03454
ACER C721	NXHBNAA00102113D247600	IT05061
ACER C730	NXGC1AA00262810E3F7600	N/A
ACER C730	NXGC1AA00262810F517600	N/A
ACER C740	NXEF2AA0025511E16D7600	N/A
ACER C740	NXEF2AA0025300F7BD7600	N/A
ACER C740	NXEF2AA00255201AC27600	N/A
DELL 3100	BFBS7F3	IT09342
DELL 3100	6BS2GD3	IT08239
HP 11A G6	5CD93393LC	IT03647
ACER C731	NXGM8AA006850041E97600	N/A
ACER C731	NXGM8AA0068500420A7600	N/A
ACER C731	NXGM8AA0068500A8687600	N/A
ACER C731	NXGM8AA0018251D4917600	N/A
ACER C731	NXGM8AA001751041D17600	N/A
ACER C731	NXGM8AA001713247097600	N/A
ACER C731	NXGM8AA00173316C5A7600	N/A
ACER C730	NXGC1AA00263314FEA7600	N/A
ACER C730	NXGC1AA0026331503C7600	N/A
ACER C730	NXGC1AA002633150127600	N/A
ACER C730	NXGC1AA002633150327600	N/A
ACER C730	NXGC1AA0026331545E7600	N/A
ACER C730	NXGC1AA0026331504A7600	N/A
ACER C730	NXGC1AA0026331502F7600	N/A
ACER C730	NXGC1AA002634041187600	N/A
ACER C730	NXGC1AA00263314CEA7600	N/A
ACER C730	NXGC1AA0026331544F7600	N/A
ACER C730	NXGC1AA00263314B7D7600	N/A
ACER C730	NXGC1AA0026331503B7600	N/A
ACER C730	NXGC1AA0026331503F7600	N/A
ACER C730	NXGC1AA0026331501E7600	N/A
ACER C730	NXGC1AA00263314B857600	N/A
ACER C730	NXGC1AA00263314BA47600	N/A
ACER C730	NXGC1AA002633150297600	N/A
ACER C730	NXGC1AA00263314B777600	N/A
ACER C730	NXGC1AA00263314B877600	N/A

ACER C731	NXGM8AA0018090F80F7600	N/A
ACER C731	NXGM8AA006850042537600	N/A
ACER C731	NXGM8AA0018090F87A7600	N/A
ACER C731	NXGM8AA0018090F7DA7600	N/A
ACER C731	80908513976	N/A
ACER C731	NXGM8AA00181402B937600	N/A
ACER C731	NXGM8AA001813149937600	N/A
ACER C731	NXGM8AA001813148CC7600	N/A
ACER C731	NXGM8AA001809128E37600	N/A
ACER C731	NXGM8AA001813147D87600	N/A
ACER C731	NXGM8AA00180914CDF7600	N/A
ACER C731	NXGM8AA0018130F9D07600	N/A
ACER C731	NXGM8AA006850041DD7600	N/A
ACER C731	NXGM8AA00181402BD27600	N/A
ACER C731	NXGM8AA001813148697600	N/A
ACER C731	NXGM8AA0018131480E7600	N/A
ACER C731	NXGM8AA00181402BDE7600	N/A
ACER C731	NXGM8AA00181402BE77600	N/A
ACER C731	NXGM8AA00180914C9E7600	N/A
ACER C731	NXGM8AA00181402CA77600	N/A
ACER C731	NXGM8AA001813149787600	N/A
ACER C731	NXGM8AA001813148B67600	N/A
ACER C731	NXGM8AA001813149A27600	N/A
ACER C731	NXGM8AA0018130F41C7600	N/A
ACER C731	NXGM8AA0018130FB667600	N/A
ACER C731	NXGM8AA00684902CE07600	N/A
ACER C731	NXGM8AA00181402A547600	N/A
ACER C731	NXGM8AA00181402CFB7600	N/A
ACER C731	NXGM8AA0018130FC6A7600	N/A
LAPTOPS	**SERIAL**	**TAG**
LEVOVO 100E GEN 2	P203XF9Y	IT04155
LEVOVO 100E GEN 2	P208XF9Z	IT04128
LEVOVO 100E GEN 2	P208XF2X	IT04099
LEVOVO 100E GEN 2	P208XF9C	IT04105
LEVOVO 100E GEN 2	P208XG0R	IT04156
LEVOVO 100E GEN 2	P208XFAK	IT04136
LEVOVO 100E GEN 2	P208XFW3	IT04161
LEVOVO 100E GEN 2	P208XFBD	IT04102
LEVOVO 100E GEN 2	P208XG8E	IT04104
LEVOVO 100E GEN 2	P208XFXP	IT04186
LEVOVO 100E GEN 2	P208XF86	IT04100
LEVOVO 100E GEN 2	P208XG6W	IT04142
LEVOVO 100E GEN 2	P208XF7C	IT04180
LEVOVO 100E GEN 2	P208XFLQ	IT04172
LEVOVO 100E GEN 2	P208XF0Q	IT04134
LEVOVO 100E GEN 2	P208XF92	IT04199
LEVOVO 100E GEN 2	P208XFY6	IT04171
LEVOVO 100E GEN 2	P208XFFM	IT04141
LEVOVO 100E GEN 2	P208XF76	IT04107
LEVOVO 100E GEN 2	P208XF2D	IT04106
HP MT40	CNU3199YW6	2001401
HP MT40	CNU3199YM7	2001399
HP MT40	CNU3199YL2	2001465
HP MT40	CNU3199YHJ	2001444
HP MT40	CNU3199YRJ	2001473

HP MT40	CNU3199YP6	2001393
HP MT40	CNU3199Y6G	2001427
DELL D520	11PCRC1	00012347
DELL D520	7D8X9C1	00012095
DELL D520	B0PCRC1	00012344
DELL D520	71PCRC1	00012349
DELL D520	GZNCRC1	00012340
DELL D505	52VSM51	10382
ACER SWITCH 11	NTL6SAA005450790267200	2009454
HP MT40	CNU344BRK3	2003171
HP MT41	5CG5212360	N/A
DESKTOPS	**SERIAL**	**TAG**
DELL GX 280	CWBP071	10240
HP ZERO T310	2TG2500636	N/A
HP ZERO T310	2TG4381985	N/A
HP ZERO T310	2TG4381971	N/A
HP ZERO T310	2TG3110676	N/A
DELL OPTIPLEX 790	3SMQTR1	2000372
HP ZERO T310	2TG3110803	N/A
TABLETS	**SERIAL**	**TAG**
APPLE IPAD MINI A1489	F9GPJ1WSFCM8	N/A
APPLE IPAD MINI A1489	F9GPJ88DFCM8	N/A
APPLE IPAD MINI A1489	F9GPJ0TGFCM8	N/A
APPLE IPAD MINI A1489	F9FPJNASFCM8	N/A
APPLE IPAD MINI A1489	F9FPJFFDFCM8	N/A
APPLE IPAD MINI A1538	DLXSM0SSHGJ1	N/A
APPLE IPAD MINI A1538	DLXSM0DAHGJ1	N/A
APPLE IPAD A2197	F9FDC1YDMF3N	N/A
APPLE IPAD A2197	F9FDC1TFMF3N	N/A
APPLE IPAD A1822	GG7VR098HLFC	N/A
APPLE IPAD A1822	DMPTQCVAHLFF	N/A
APPLE IPAD A1822	GG7VR03WHLFC	N/A
APPLE IPAD A1822	GG7VR06ZHLFC	N/A
APPLE IPAD A1822	GG7VR0UCHLFC	N/A
APPLE IPAD A1823	F9FTPYBVHLJJ	N/A
APPLE IPAD A1893	DMPWNKVWJF8K	N/A
PROJECTORS	**SERIAL**	**TAG**
HITACHI CP-X2511N	F0LU04663	00016631
HITACHI CP-X2514N	F2CU06489	2000611
HITACHI CP-X2011N	F0EU04497	00016617
HITACHI CP-X2511N	F0JU03731	00016883
HITACHI CP-X2530WN	F4HU22617	2008548
HITACHI CP-X2530WN	F4HU22608	2008549
HITACHI CP-X3042WN	F8AU04755	2013435
HITACHI CP-X2541N	F5LU09120	2011924
HITACHI CP-X301	H8H012277	00014919
HITACHI CP-X2515WN	F2FU03558	2000877
HITACHI CP-X2542WN	F7BU02895	2013149
HITACHI CP-X305	F7JU2639	00013605
HITACHI CP-X305	F7IU00874	00013709
HITACHI CP-X3042WN	F8AU04731	2013434
HITACHI CP-X306	F9A006738	00015073
HITACHI CP-X305	F7JU02640	00013610
HITACHI CP-X2530WN	F3KU11070	2002849

HITACHI CP-X305	F7KU02679	00013612
UST-P1	WUST-P14441561	N/A
UST-P1	WUST-P14210856	N/A
HITACHI CP-X2530WN	F5AU29274	2008749
HITACHI CP-X305	F7JU02152	00013410
HITACHI CP-X2541WN	F6FU13321	2012909
HITACHI CP-X2541WN	F5GU03951	2010202
HITACHI CP-X305	FF7IU01186	00013390
HITACHI CP-X251	F7CU26908	00012374
HITACHI CP-X2514N	F2BU05222	2009561
HITACHI CP-X2541WN	F5LU09225	2011801
HITACHI CP-X306	F9A006383	00015160
HITACHI CP-X2542WN	F6KU02167	001000023
HITACHI CP-X306	F9A006390	00015159
HITACHI CP-X305	F8AU03409	00014555
HITACHI CP-X2511N	F0GU03343	00016397
HITACHI CP-X2541WN	F5GU05470	2010226
HITACHI CP-X306	F9A006366	00015154
HITACHI CP-X2514N	F1FU00381	2000013
HITACHI CP-X2514N	F1FU00383	2000014
HITACHI CP-X2541WN	F5LU09202	2011800
HITACHI CP-X2514N	F1FU00384	2000012
HITACHI CP-X2542WN	F6IU01363	001000020
HITACHI CP-X2542WN	F6IU01319	001000021
HITACHI CP-X2011N	F0EU04495	00016607
HITACHI CP-X2511N	F0GU03354	00016398
HITACHI CP-X305	F7LU03199	00013555
HITACHI CP-X305	F7LU03194	00013551
HITACHI CP-X305	N/A	00013554
HITACHI CP-X306	N/A	00015219
PRINTERS	**SERIAL**	**TAG**
HP LASERJET P2015DN	CNBJP75831	N/A
HP LASERJET 1320N	CNRC6905PR	N/A
HP LASERJET 1320N	CNRC6905NG	N/A
HP LASERJET 1320N	CNHC6361S6	N/A
HP LASERJET 1320	CNHC6154HK	N/A
DELL 2350DN	CSNCGN1	N/A
HP LASERJET P2015DN	CNBJS00895	N/A
HP LASERJET PRO 400	PHGFC03544	N/A
HP LASERJET 2300DN	CNBGG18299	N/A
DELL 2330DN	G3DCSG1	N/A
DELL 2330DN	66DCSG1	N/A
BROTHER DCP-8080DN	U62269H1J835966	N/A
SAMSUNG PROEXPRESS M3370FD	ZDELBJFF90002YK	N/A
OTHER	**SERIAL**	**TAG**
SHARP CRT TV	717872	47435
AV322 DOCCAM	A03F09105	2000637
TOSHIBA VCR/DVD PLAYER	BCB909446010	N/A
LIFETOUCH/ LG TV	802RMDZ083842	00014621
LIFETOUCH/ LG TV	802RMQK083812	00014615
ACTIVSLATE	0808934031	N/A
ACTIVEXPRESSION X31 UNITS	N/A	00015558
ACTIVEXPRESSION2 X24 UNITS	N/A	2000816
ACTIVEXPRESSION2 X24 UNITS	N/A	N/A

ACTIVEXPRESSION2 X24 UNITS	N/A	2000820
ACTIVEXPRESSION2 X22 UNITS	N/A	2000818
ACTIVEXPRESSION2 X22 UNITS	N/A	2000817
ACTIVEXPRESSION X16 UNITS	N/A	00015622
ACTIVEXPRESSION X16 UNITS	N/A	N/A
ACTIVOTE X 32UNITS	N/A	00015557
NEO 2	NEO2-AD-1202-22400-FC	N/A
NEO 2	NEO2-AD-1202-22619-FC	N/A
NEO 2	NEO2-AD-1202-22772-FC	N/A
NEO 2	NEO2-AD-1202-21915-FC	N/A
NEO 2	NEO2-AD-1202-22796-FC	N/A
NEO 2	NEO2-AD-1202-22746-FC	N/A
NEO 2	NEO2-AD-1203-00711-FC	N/A
NEO 2	NEO2-AD-1202-23197-FC	N/A
NEO 2	NEO2-AD-1202-23040-FC	N/A
NEO 2	NEO2-AD-1202-23323-FC	N/A
NOOKS X 20	N/A	N/A
ACTIVEXPRESSION X34 UNITS	N/A	N/A
ACTIVEXPRESSION X34 UNITS	N/A	N/A
3M 1700 OVERHEAD PROJECTOR	70017077	N/A
ACTIVSLATE	0808934080	N/A
LG PLASMA TV	802RMXX083802	00014617
CUBE 3D PRINTER	60010422540027	N/A
TOSHIBA VCR/DVD PLAYER	BC909468062	N/A
SONY DVD PLAYER	5821216	N/A
ZENITH VCR/DVD PLAYER	481-53423908	N/A
SHARP CRT TV	619167	47388
ZENITH VCR/DVD PLAYER	602000978	N/A
SHARP CRT TV	635284	54687
SHARP VCR	801729364	N/A
SHARP CRT TV	635287	54890
SHARP CRT TV	631955	54689
TOSHIBA VCR/DVD PLAYER	BCB909427917	N/A
SHARP CRT TV	640488	N/A
SHARP VCR	611712106	N/A
SHARP CRT TV	640478	N/A
SAMSUNG VCR/DVD PLAYER	B6086CCS601217P	N/A
SHARP CRT TV	640482	N/A
SONY DVD PLAYER	2248932	N/A
SHARP CRT TV	648487	N/A
ZENITH VCR/DVD PLAYER	481-53420809	N/A
SHARP CRT TV	640486	N/A
ZENITH VCR/DVD PLAYER	602001105	N/A
SHARP CRT TV	642425	N/A
KOSS DVD PLAYER	N/A	N/A
SHARP CRT TV	618258	47386
SHARP VCR	801729570	N/A
SHARP CRT TV	642434	N/A
SHARP VCR	907719449	N/A
SHARP CRT TV	642431	N/A
SMARTBOARDS	**SERIAL**	**TAG**
PRM-AB2B-02	B0902040035	00015131
PRM-AB2B-02	B0811211315	00014969
PRM-AB2B-02	B0904130198	00015267
ABV378S300	C1006181175	00016178

PRM-AB2B-02	B0811211320	00014981
PRM-AB2B-02	B0811211319	00014982
PRM-AB2B-02	0745747121	00013769
PRM-AB2B-02	0745747038	00013814
PRM-AB2B-02	N/A	00013808
PRM-AB2B-02	0737612005	0013824
PRM-AB2B-02	N/A	00013812
ABV587PRO	C1406250259	2008535
ABV378S300	C1005071369	00016332
PRM-AB2B-02	B1006170104	00013884
PRM-AB2B-02	0737612016	00013751
PRM-AB2B-02	0745747107	00013873
PRM-AB2B-02	0745747106	00013874
PRM-AB2B-02	N/A	00013871
PRM-AB2B-02	6240474044	N/A
PRM-AB2B-02	6240474424	N/A
PRM-AB2B-02	0807919336	00014543
PRM-AB2B-02	0807919335	00014544
PRM-AB2B-02	6240474031	N/A
PRM-AB2B-02	6240474042	N/A
PRM-AB2B-02	6240474040	N/A
PRM-AB2B-02	6240474035	N/A
PRM-AB2B-02	6240474034	N/A
PRM-AB2B-02	6240474032	N/A
PRM-AB2B-02	B0904130197	00015268
PRM-AB2B-02	B0811211314	00014970
PRM-AB2B-02	B0904130196	00015269
PRM-AB2B-02	B0811211311	00014973
PRM-AB2B-02	B0811211312	00014972
PRM-AB2B-02	B0811211313	00014971
PRM-AB2B-02	B0905110219	00015264
PRM-AB2B-02	B0905110220	00015263
PRM-AB2B-02	B0904130200	00015265
PRM-AB2B-02	B0811211308	00014976
ABV378S300	C1012220432	2000011
PRM-AB2B-02	N/A	00013804
ABV378S300	C1012220431	2000010
PRM-AB2B-02	B0905110222	00015251
PRM-AB2B-02	B0905110221	00015252
PRM-AB2B-02	N/A	00013786
PRM-AB2B-02	0745749114	00013790
PRM-AB2B-02	N/A	00015260
PRM-AB2B-02	B0811211310	00014974
PRM-AB2B-02	0745749113	00013791
PRM-AB2B-02	B0811211310	00014975
PRM-AB2B-02	0745749116	00013788
PRM-AB2B-02	B0904130199	00015266
PRM-AB2B-02	0737612038	00013822
DEVICE STORAGE CARTS	**SERIAL**	**TAG**
BRETFORD 018-0300	201311188916	1001136
BRETFORD 018-0300	201506226472	1001395
BRETFORD 018-0300	201311137253	1001073
BRETFORD 018-0300	201311188920	1001113
BRETFORD 018-0300	201311147625	1001114
BRETFORD 018-0300	201311147634	1001111

BRETFORD 018-0300	201311188994	1001110
BRETFORD 018-0300	201311147629	1001112
BRETFORD 018-0300	201311147635	1001115
BRETFORD 018-0300	201311137238	1001137
BRETFORD 018-0300	201311209617	1001206
BRETFORD 018-0300	201311147931	1001181
BRETFORD 018-0300	201311137258	1001056
BRETFORD 018-0300	201311147954	1001187
BRETFORD 018-0300	201311147636	1001123
BRETFORD 018-0300	201405138603	1001256
ANYWHERE IPAD CART	AC-SYNC-0127	1001685

10.3

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: July 31, 2025

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

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

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Restricted and General Funds

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve of the following contracts for professional services on the attached sheet(s). Contract details are on file in the Purchasing Office.

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

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

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Recommend Approval

10.3
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Dr. Tara Bickford	08/01/2025-06/30/2026	Bay Area Women's Sport Initiative - BAWSI	MASTER Not to Exceed $10,000.00/ Site	BAWSI will provide during and after school fitness and confidence building programs for girls in grades 2-8 and students with disabilities. Programming includes leadership opportunities, confidence building, sports/fitness activities, and field trip opportunities to local colleges/universities. Funding: General
Academic Services Dr. Tara Bickford	08/01/2025-06/30/2030	Greenesport Association	MASTER Basketball: $140.00 Soccer: $140.00 Flag Football: $140.00 Softball: $85.00 Volleyball: $80.00	GreeneSport Association will provide ARUSD with refereeing services for basketball, soccer, softball, flag football, and volleyball programs for grades TK-8th. Cost is based on either a single game or a double header decided by each school site administrator. Funding: General/Restricted
Academic Services Dr. Tara Bickford	08/01/2025-06/30/2030	Young Producers Group, Inc.	$23,250.00	Young Producers Group will provide CTE standards-aligned, project-based, Music Production curricula, for Sheppard and Ocala Music Production classes for the school years 2025-2026, 2026-2027, 2027-2028, 2028-2029, and 2029-2030. In addition to 42 hours of professional development for music teachers Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Business Services Teresa DeCelles	08/01/2025- 06/30/2026	Capitol Public Finance Group (PFG), LLC	$9,500.00	Capitol Public Finance Group will complete the Study on behalf of Alum Rock Union School District in order to justify the levy of developer fees, and assist the District through the implementation process. Funding: General
Business Services Teresa DeCelles	08/01/2025- 06/30/2030	Dale Scott & Co. Inc.	$65,000.00	Dale Scott Co. to provide municipal advisor and financing services, including but not limited to, assisting with the calling of bond election, enabling legislation, financial management services, etc. Funding: Building Fund
M.O.T. Eric Wasinger	08/01/2025- 09/30/2025	C and B Landscape Inc. Dba: California Landscape Company	$32,551.00	C and B Landscape will install 2-2" size 8200cr-20 weathermatic brass irrigation valves and 130 huntor 4" size I-25 rotors as replacement of the existing system across four baseball fields, including 3M DBY6 waterproof valve wire connectors at Ocala Steam Academy School. Funding: Deferred Maintenance
M.O.T. Eric Wasinger	08/01/2025- 06/30/2026	General Tree Service	$84,000.00	General Tree Service will provide emergency tree trimming and removal on an as needed basis district-wide. Funding: Maintenance and Operations
M.O.T. Eric Wasinger	08/01/2025- 06/30/2026	Harry L. Murphy, Inc.	$84,000.00	Harry L. Murphy, Inc. will provide services that include repair and/or replacement of flooring as needed district-wide. Funding: Deferred Maintenance

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

M.O.T. Eric Wasinger	08/01/2025- 06/30/2026	Security Alert Systems of California Inc.	$9,900.00	Security Alert Systems of California, Inc. will assess all non-monitored Fire Alarm Systems and make recommendations and modifications to have all systems monitored. Once systems are upgraded, they will provide a service and monitoring to the following sites: Adelante I, Aptitud @ Goss, Cassell ES, Chavez ES, Cureton Es, Lyndale Es, McCollam ES, Meyer Es, Ocala STEAM, Painter ES, Russo/ McEntee, Sheppard MS, District Office, Social Emotional Learning and Pre-Assessment Center (PAC). Funding: General
M.O.T. Eric Wasinger	08/01/2025- 06/30/2026	Sound & Signal, Inc.	$10,000.00	Sound & Signal, Inc. will provide service for proprietary Fire Alarm and Intercom Systems District-wide. Funding: Maintenance and Operations
M.O.T. Eric Wasinger	08/01/2025- 06/30/2026	United Mechanical, Inc.	$20,000.00	United Mechanical will provide routine maintenance and service for the refrigerator and freezer units located at the District Office. Funding: Maintenance and Operations
Office of the Superintendent German Cerda	08/01/2025- 06/30/2026	B43Productions, Inc.	$10,000.00	B43Productions will provide post-production services for four (4) full edited videos, each in the 2—3 min range (max) and guidance/pre-edit consultation to improve the quality of footage. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Office of the Superintendent German Cerda	07/01/2025-06/30/2026	California School Boards Association (CSBA)	$13,525.00	Gamut services consist of Policy/ Policy Plus/Meetings: Meeting provides subscribers access to a technology platform that enables subscribers to create meeting agendas, attach or link supporting documents, record minutes and publish agenda items for public viewing. Funding: General
Office of the Superintendent Sergio Diaz Luna	08/01/2025-06/30/2026	Creative West Graphics Solutions LLC	$9,750.00	Creative West Graphics Solutions will provide design work for ARUSD's enrollment marketing and related materials. Among the deliverables are designs for district-wide recruitment materials, designs for vehicle wraps, and other materials as identified by ARUSD staff. Funding: General
Office of the Superintendent German Cerda	08/15/2025-06/30/2026	DataGenomix LLC	$18,250.00	DataGenomix will provide digital advertising to ARUSD's enrollment campaign as outlined in the scope of work. Funding: General
Student Support Services Dr. Kiela Jimenez	08/01/2025-06/30/2026	Early College Outreach Parent Program	MASTER Flat rate of $4,000.00/ Site	Early College Outreach Program will provide Parent engagement in various educational programs such as ESL and technology classes for parents for any ARUSD school desired to participated. The goal it's to help low-income first-generation students and families to prepare them for college admissions Funding: General/Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Support Services Dr. Kiela Jimenez	08/01/2025- 06/30/2028	Healthier Kids Foundation	Not Applicable	The Healthy Kids Foundation will provide the following services at no cost to all ARUSD students, across all grade levels, for the next three years: vision, dental, and hearing screenings; case management; oral health education; medical enrollment assistance; and healthier lifestyle classes. Funding: General
Student Support Services Dr. Kiela Jimenez	08/13/2025- 06/30/2028	Sound Soulutions	MASTER Not to Exceed $13,500.00/ Site	Sound Soulutions will provide 8 music groups per series, 60 min each 1x week. Groups are open to any ARUSD who wants to participate. Individual school base therapy can also be provided they also offers presentations for parents, staff and students. Funding: General/ Restricted
Student Support Services Dr. Kiela Jimenez	08/01/2025- 06/30/2025	The City Peace Project – Mentorship	MASTER Not to Exceed $49,500.00/ Site	The City Peace Project provides mentorship, academic, and tutoring support to at-risk student's grades 4th-8th through weekly small groups, sessions are one hour with one team member assigned and 6-12 students. Case management provided for any students who require further attention as well as parental engagement. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Support Services Dr. Kiela Jimenez	08/13/2025- 06/30/2026	The City Peace Project – On Campus Support	MASTER Not to Exceed $49,500.00/ Site And $150,000.00/ Department	The City Peace Project is dedicated to fostering student success by providing on-campus support for those navigating challenges in their adjustment to school. This approach includes academic and tutoring assistance. Social-Emotional Learning (SEL) programs designed to empower students, and active parental engagement. Services are available to all ARUSD sites wanting to participate. Additionally, the City Peace Project will provide support for a multi-tiered system of support (MTSS), structured Tier1: Proactive Peacemaking, Tier 2: Mentorship, and Tier 3: Case Management. We will serve students at Renaissance Academy at Mathson, Sheppard Middle School, and Ocala Middle School. Funding: General/Restricted
Technology Services Brett Littrell	08/01/2025- 06/30/2026	Fortune Cabling Services	Not to Exceed $50,000.00	The district needs additional wiring and installation of safety equipment such as cameras and vape detectors and Fortune Cabling Services meet all insurance requirements and will work on several of our campuses as required for the 2025/2026 fiscal year. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Technology Services Brett Littrell	08/01/2025- 06/30/2026	Sutherland Consulting Group Dba: EdTechnologyFunds Inc.	$13,649.00	EdTechnologyFunds will deliver high-quality, affordable services that will enable our district to prepare students to thrive in the digital economy. These services included assessments and network analysis & inventory, application submission, competitive bidding, review compliance support, and record retention. Funding: General

Docusign Envelope ID: 169A5DC4-C14E-4066-B52C-D1CBB5404040

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Emily McChristian

☑ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

Name of Individual/Company: Bay Area Women's Sport Initiative - BAWSI

Address: 2635 N. First Street, Suite 149 City: San Jose State: CA Zip: 95134

Phone: (408) 247-2544 Email Address: courtney@bawsi.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
BAWSI will provide during and afterschool fitness and confidence building programs for girls in grades 2-8 and students with disabilities. Programming includes leadership opportunities, confidence building, sports/fitness activities, and field trip opportunities to local colleges/universities.

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

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

X b. **Other:** $MASTER (describe rate agreement) Not to exceed $10,000.00 per site

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	1000	000000	310	7221	MASTER	MN 7/23/25

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

DocuSign Envelope ID: 169A3DC4-C14E-4066-B52C-D1CBB9404840

BAWSI Bay Area Women's Sports Initiative

Play.
Lead.
Succeed.

Bay Area Women's Sports Initiative (BAWSI)
Programs – Scope of Work – ARUSD SY 25-26

BAWSI's Mission, as a nonprofit organization, is to mobilize the women's sports community to engage, inspire and empower girls in under-resourced neighborhoods and children with disabilities.

BAWSI Girls is a free afterschool program that introduces 2nd-5th grade girls to physical activity, sports, and leadership through fun games that build fitness and motor coordination.

- BAWSI Girls will accept up to 65 girls and will meet afterschool for 8 sessions in the Fall and another 8 sessions in Spring.
- Each session is 1 hour 15 min for all 2nd-5th grade girls with an additional 15-minute leadership session for participating 5th graders at the end each session.
- Stations will focus on goal setting, teamwork, healthy competition in sport, sports specific skills, and leadership development
- BAWSI Girls will have the opportunity to attend a field trip to a local university or college to watch a women's collegiate sporting event and participate in a pregame sports clinic at the university / college
- Schools are responsible for reserving buses and organizing school chaperones

BAWSI Rollers is a free fitness and confidence building program for children with disabilities. Our goal is to introduce students with disabilities to adaptive physical activity in a fun and accessible way, while reinforcing lessons such as teamwork, leadership, cooperation, etc.

- BAWSI Rollers works directly with lead SDC teachers and requires a minimum of one certified/classified teacher per class be present during every session.
- There will be 8 sessions in the Fall and another 8 sessions in the spring
- Each session will be 1 hour in duration

BAWSI Middle School is an enrichment and sport program for girls in 6th-8th grade. Our goal is to provide leadership opportunities, confidence building activities, skills-building around the sports offered at the school; and to support the interest in and participation with school sports and overall sport activity participation in general.

- The middle school program will engage all 6th-8th grade girls.
- This sport and leadership program will take place both during school hours and after school hours.
- There will be a focus on leadership development, introduction to and skill development for a variety of sports offered through the school, BAWSI partners, and BAWSI programming.
- There will be an opportunity for the girls to participate in and attend a field trip to a local university or college to tour the campus, participate in activities and meet collegiate athletes.

2635 N First Street, Suite 149
San Jose, CA 95134
408.247.2544
bawsi@bawsi.org

Docusign Envelope ID: 169A3DC4-C14E-4006-B92C-D1CBB9404640

- There will be an opportunity for the girls to participate in and attend a field trip to local corporate or other employment community partner, tour the facilities, learn about the corporation / employer, and hear from leaders and employees of all levels and departments.
- Schools are responsible for reserving buses and organizing school chaperones

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Emily McChristian

☑ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

Name of Individual/Company: GreeneSport Association

Address: 3199 Simberlan Dr City: San Jose State: CA Zip: 95148

Phone: (408) 238-1363 Email Address: greenesport@sbcglobal.net

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2030, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

GreeneSport Association will provide ARUSD with refereeing services for basketball, soccer, softball, flag football and volleyball programs for grades TK-8th. Cost is based on either a single game or a double header decided by each school site administrator.

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

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

X b. **Other:** $Single/Double (describe rate agreement) basketball: $140/$140, soccer: $140/140, flag football: $140/$140, softball: $85, volleyball: $80/$80

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	1000	000000	310	7221	$0	MU 11/27/25

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



GreeneSport Association
John W Greene
3199 Simberlan Drive
San Jose, CA 95148

Phone: (408) 238-1363
Fax: (408) 238-3322
Cell: (408) 309-5046
Email: greenesport@sbcglobal.net

GREENESPORT ASSOCIATION

SCOPE OF SERVICES – 2025-2030 SCHOOL YEARS

GreeneSport Association, hereafter referred to as GSA, will provide sports officials for the after-school sports program for the middle schools in the Alum Rock Union School District. Schools include Adelante I, Adelante II, Aptitud, Ocala, Renaissance at Fischer, Renaissance at Mathson, and Sheppard.

Sporting events include basketball, flag football, soccer, softball and volleyball.

GSA will provide officials as listed below. Rates listed will be in effect for the 2025-2026 school year.

COST OF SERVICES

The cost of services associated with each sport is as follows:

SPORT	SINGLE GAME	DOUBLE HEADER
BASKETBALL (2 officials per game)	$140.00	$140.00 per game
FLAG FOOTBALL (2 officials per game)	$140.00	$140.00 per game
SOCCER (2 officials per game)	$140.00	$140.00 per game
SOFTBALL (1 umpire per game)	$85.00	
VOLLEYBALL (1 official per match)	$80.00 (2 of 3)	$80.00 per match (2, 2 of 3)

Game fees may increase by 3.5% to 5% per year for the duration of this 5-year contract.

Full game fees will apply for any forfeited games and same day cancellations. Same day cancellations due to inclement weather must be called in to GSA no later than 12 noon to avoid game fees.

GSA will invoice the individual schools at the end of each sport season. Invoices will be emailed to the Athletic Director and accounts.payable@arusd.org. Payments are due 30 days from date of invoice.

GSA will pay the officials directly and handle required Federal and State tax forms.

John W. Greene

John W Greene
GreeneSport Association
June 10, 2025

Docusign Envelope ID: 71594B02-6F73-41CF-BAD7-6948CB306209

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. _____

Submitted by: Emily McChristian

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Young Producers Group, Inc.

Address: 2317 Edgewater Terrace City: Los Angeles State: CA Zip: 90039

Phone: (323) 399-6023 Email Address: trent@youngproducersgroup.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2030, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
YPG will provide CTE standards-aligned, project-based, Music Production curricula, for Sheppard and Ocala Music Production classes for the school years 2025-2026, 2026-2027, 2027-2028, 2028-2029, and 2029-2030. In addition to 42 hours of professional development for music teachers.

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

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

_____ b. **Other:** $23,250.00 (describe rate agreement) payment from the Art and Music Discretionary Block Grant for $23,250.00 (paid in the 25-26 SY for the 5-year commitment).

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	6762	0	5846	00	1110	1000	040107	310	6762	$23,250.00	CH 7/31/25

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Docusign Envelope ID: 71594B02-6F73-41CF-BAD7-6948CB306209

YOUNG PRODUCERS GROUP

Quote 1404

Description:

YPG Curricula for 2 schools:
- Music Production 1 Curriculum
- Music Appreciation Curriculum (free add-on)

Original Price: $2,000 per school site

Multi-Year Discount (5-year commitment): 10% off

Discounted Price: $1,800 per site
Total for 2 Schools (5 years): $18,000

Professional Development for 1 teacher:
Total Hours: 42 @ $125/hour
Year 1: 10 hours
- 4-hour Summer Intensive Orientation
- 6 hours of Ongoing Support During the School Year

Years 2-5: 8 hours per year → 32 hours total
Total: $5,250

5 year commitment:
2025-26 academic year to 2029-30 academic year

Price: $23,250

To: Emily McChristian
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127

Dates: 6/16/25

Docusign Envelope ID: 71594B02-6F73-41CF-BAD7-6948CB306209

From: Lawrence Grey
Young Producers Group, Inc.
2317 Edgewater Terrace
Los Angeles, CA 90039
EIN: 81-1950485

Curriculum License Agreement

THIS AGREEMENT ("Agreement") is made effective as of the 22nd day of July, 2025 ("Effective Date") by and between **Young Producers Group, Inc.**, with offices at 2317 Edgewater Terrace, Los Angeles, CA 90039 ("Licensor") and, Alum Rock Union School Dist., having a central business address of 2930 Gay Ave San Jose, Ca 95127 ("Licensee").

NOW THEREFORE, in consideration of the mutual covenants and conditions herein and other valuable consideration, the parties agree as follows:

1. Certain Definitions

1.1 "**Authorized Users**" means registered students, staff, and administrative personnel of the following schools within Licensee's school district:

Ocala STEAM Academy

Sheppard Middle School

1.2 "**Academic Period**" means the period beginning on or about August 1, 2025 and ending on or about July 31, 2030.

1.3 "**Licensed Content**" means the Google Slide presentation YPG Music Production 1 Curriculum, YPG Music Appreciation Curriculum

2. Purchase Order

2.1 This Agreement together with the accompanying Purchase Order (and Renewal Quotes for any later renewal terms) constitutes a single integrated agreement between the parties. To the extent that there are any conflicts between the terms of this Agreement and the Purchase Order, the terms of this Agreement shall prevail.

2.2 The Licensor will provide a quote to Licensee that sets forth the applicable license fee and payment terms. Licensee agrees to pay the licensee fee to Licensor according to the payment terms set forth in the Purchase Order. For any renewal terms, Licensor shall provide Licensee with the applicable quote at least ninety (90) days prior to the end of the then-current term ("Renewal Quote"). The Renewal Quote shall become binding and a part of this Agreement once approved in writing by Licensee.

3. License Grant and Restrictions

3.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Academic Period a non-exclusive, non-assignable, revocable license to use the Licensed Content for the purpose of providing educational services to Authorized Users.

Licensor shall provide access to the Licensed Content by means of publishing an electronic link ("Electronic Link") and providing a copy of such Electronic Link to Licensee.

3.2 Licensee may provide access to the Licensed Content to its Authorized Users by providing a copy of such Electronic Link to such Authorized Users.

3.3 Licensee and its Authorized Users may only use and access the material contained on or in the Licensed Content for the intended purpose of providing educational services to Authorized Users during the term of this Agreement. No right, title or interest in the Licensed Content is transferred to Licensee or its Authorized Users as a result of any such copying, downloading or printing.

3.4 Licensee and its Authorized Users will not further distribute or provide access to the Electronic Link or the Licensed Content to any third parties who are not Authorized Users, whether during or after the term of this Agreement.

3.5 As between the Licensor and Licensee, the Licensed Content (including without limitation, text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof) are the exclusive property of and owned by Licensor and/or Licensor's content providers, and is protected by copyright, trademark and other applicable laws. Licensor reserves the right to de-publish or otherwise disable the provided Electronic Link to the License Content, in the event of a material breach or repeated breaches of the terms of this Agreement by Licensee or its Authorized Users.

4. Term

4.1 The term of this Agreement shall commence on the Effective Date and shall continue through the end of the Academic Period, and shall thereafter renew for successive one (1) year terms, unless terminated by either party providing at least thirty (30) days prior written notice before the end of the current renewal term.

4.2 Upon any material breach or default by either party, the non-breaching party shall have the right to terminate this Agreement and the rights and license granted hereunder by providing thirty (30) days written notice of breach to the breaching party. Such termination shall become effective unless the breaching party has cured any such breach or default prior to the expiration of the thirty (30) day period.

4.3 Surviving any termination are the provisions of Paras. 3.3, 3.4, and 3.5, Sections 5, and Paras. 6.4 and 6.5

5. Disclaimers

The Electronic Link and Licensed Content is provided on an "as is" and "as available" basis. LICENSOR DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

In no event shall Licensor be liable to Licensee for any incidental, special, indirect, punitive or consequential damages arising out of or relating to this Agreement, even if such party or any of its authorized representatives has been advised of the possibility of such damages. Licensor's cumulative liability to Licensee on any ground shall not exceed a sum equal to the fees paid or due payable to Licensor pursuant to this Agreement.

6. General

6.1 Relationship of the Parties. The parties agree and acknowledge that the relationship of the parties is in the nature of an independent contractor. This Agreement shall not be deemed to create a partnership or joint venture and neither party is the other's agent, partner, employee or representative.

6.2 No Trademark Usage. Except as provided herein, neither party may use the name, trade name, trademark, domain name or other designation of the other party in connection with any products, promotion or advertising without the prior written permission of the other party.

6.3 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

6.4 Governing Law, Venue and Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action or proceeding brought by any of the parties against the other arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction, located within the county of Los Angeles, California, and the parties hereby consent to the in personam jurisdiction of such courts for purposes of any such action or proceeding. If any action or proceeding is brought to enforce the terms of this Agreement the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred, whether or not suit is prosecuted to judgment.

6.5 Remedies. It is understood and agreed that Licensor's remedies at law for a breach by Licensee or its Authorized User or Licensee's obligations under this Agreement without Licensor's prior express written consent, will be inadequate and that in the event of any such breach or threatened breach, Licensor shall be entitled to equitable relief without the necessity of posting any bond (including without limitation preliminary and permanent injunctive relief) in addition to all other remedies provided hereunder or available at law.

6.6 If any condition or provision of this Agreement is found by a court of competent jurisdiction to be for any reason unenforceable or invalid, the remainder of this Agreement will remain enforceable with the omission of said invalid or unenforceable portion thereof, as though said unenforceable portion had never been included herein.

The waiver of failure of either party to exercise any right in any respect provided for herein shall not be deemed to be a waiver of any further right hereunder.

This Agreement, including any Purchase Invoices, expressly supersedes any and all previous agreements either written or oral between the parties and can only be modified by a subsequent written agreement between the parties.

Effective as of the Effective Date as first written above.

LICENSOR:
YOUNG PRODUCERS GROUP, INC.

By: _____
Lawrence Grey
Executive Director

LICENSEE:
ALUM ROCK UNION SCHOOL DISTRICT

By: _____

Name: German Cerda

Title: Superintendent

Docusign Envelope ID: 939D2590-DB8D-4A31-8183-5B13E1A7271C

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Business Services (School/Dept.) VENDOR NO. 301337

Submitted by: Teresa Decelles

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Capitol Public Finance Group (PFG), LLC

Address: 2436 Professional Drive, Suite 300 City: Roseville State: CA Zip: 95661

Phone: (916) 641-2734 Email Address: cterry@capitolpfg.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
Complete the Study on behalf of Alum Rock Union School District in order to justify the levy of developer fees, and assist the District through the implementation process.

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

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

__X__ b. **Other:** $9,500.00 (describe rate agreement) NTE $9,500.00

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7100	000000	700	7100	9,500.00	M.N 7/9/25

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Capitol | PFG

Crafting Optimal Financial Solutions

MEMORANDUM

TO: VERONICA ROBLES

FROM: CHRIS TERRY

SUBJECT: DEVELOPER FEE JUSTIFICATION STUDY FEE PROPOSAL

DATE: JULY 11, 2025

Veronica, we have prepared this memorandum to provide you with our scope of work and fee proposal to complete a Developer Fee Justification Study for the Alum Rock Union School District. As you are aware, Education Code section 17620 authorizes a school district to levy a fee, charge, dedication or other requirement against any development project for the construction or reconstruction of school facilities, provided that the district can show justification for levying such fees. Government Code section 65995 limits the fee to be collected to the statutory fee, currently at $5.17 per square foot of residential construction and $0.84 per square foot of commercial/industrial construction, as of January 2024. However, as the District shares its boundaries with the East Side High School District, it must also share its developer fees. Therefore, the District can levy developer fees up to 60% of the maximum statutory fee, or $3.10 per square foot of residential construction and $0.50 per square foot of commercial/industrial construction.

Developer Fee Justification Study

Education Code Section 17620 (AB 2926, Chapter 887/Statutes 1986), stipulates that "the Governing Board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities." The purpose of collecting fees on residential and commercial/industrial development is to acquire funds to construct or reconstruct school facilities for the students generated by new residential and commercial/industrial developments. Revenues from fees collected on commercial/ industrial development may be used to pay for any of the following:

- Land (purchased or leased) for school facilities
- Design of school facilities
- Permit and plan checking fees
- Construction or reconstruction of school facilities
- Testing and inspection of school sites and school buildings
- Furniture for use in new school facilities
- Interim school facilities (purchased or leased) to house students generated by new development while permanent facilities are being constructed
- Legal and administrative costs associated with providing facilities to students generated by new development
- Administration of the collection of developer fees (including the costs of justifying the fees)

- Miscellaneous purposes resulting from student enrollment growth caused by new residential development

To levy and collect a "Developer Fee", a school district must show a correlation (or "nexus") between new residential, commercial and industrial development and the need for new school facilities.

To complete the District's Developer Fee Justification Study, Capitol PFG will:

1. Work with the District to identify the school facility needs and costs;

2. Calculate the financial impact on the District of future residential and commercial/industrial developments;

3. Compare the projected revenues from developer fees to the costs of providing facilities to students generated by future developments;

4. Demonstrate the District satisfies the requirements of Government Code Section 66001 with respect to collection of Developer Fees (listed below):

    - Identification of the purpose of the fee

    - Identification of how the fee is to be used

    - Determine a reasonable relationship exists between the fee's use and the type of project on which the fee is imposed

    - Determine a reasonable relationship exists between the need for the public facility and the type of project upon which the fee is imposed

    - Determine a reasonable relationship exists between the fee and the cost of the public facility attributable to the development on which the fee is imposed

Once all of the above information is gathered, we will prepare a formal justification report that can be considered by the District's Board for approval.

To complete the Study on behalf of the District in order to justify the levy of developer fees, and assist the District through the implementation process, we would charge a flat fee of $9,500.

Please let me know if you have any questions or need additional information.

Docusign Envelope ID: 8A62FA6C-01E7-4762-86C3-28881AEA640D

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Business Services (School/Dept.) VENDOR NO. 300734

Submitted by: Teresa Decelles

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Dale Scott & Co Inc.

Address: 548 Market St. Ste 44410 City: San Francisco State: CA Zip: 94104

Phone: (415) 956-1030 Email Address: dscott@dalescott.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2030, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
To provide municipal advisor and financing services, including but not limited to, assisting with the calling of bond election, enabling legislation, financial management services, etc...

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

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

X b. **Other:** $ 65,000.00 (describe rate agreement) NTE $65,000.00

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
210	9600	0	5815	00	9000	8500	000000	450	9600	65,000.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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DS&C
THINKING FORWARD

CALIFORNIA K-14 FINANCIAL ADVISOR

548 Market Street, Suite 44410 • San Francisco, CA 94104 • dalescott.com

July 14, 2025

Teresa DeCelles, Assistant Superintendent Business Services
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

Re: Alum Rock Union Elementary School District
Agreement for Municipal Advisory, Continuing Disclosure, ADTR and Other Services

Dear Ms. DeCelles,

Attached please find our renewal agreement to advise and assist the Alum Rock Union Elementary School District. We look forward to the opportunity to continue to work with the District.

Sincerely,

Dale Scott

Dale Scott, President

Docusign Envelope ID: 8A62FA6C-01E7-4762-86C3-28881AEA640D

DS&C
THINKING FORWARD

CALIFORNIA K-14 FINANCIAL ADVISOR

548 Market Street, Suite 44410 › San Francisco, CA 94104 › dalescott.com

Alum Rock Union Elementary School District
Agreement for Municipal Advisory, Continuing Disclosure, ADTR and Other Services

The Alum Rock Union Elementary School District (the "District") seeks to address its funding needs by placing one or more general obligation bonds or parcel tax measures before the voters; issuing general obligation bonds, certificates of participation, refunding bonds, and/or bond anticipation notes (collectively, the "Bonds"); and fulfill its continuing disclosure obligations for its outstanding long-term debt. Dale Scott & Co., Inc. ("DS&C") agrees to serve as the District's municipal advisor ("MA") in connection to the issuance of debt; provide continuing disclosure services as dissemination agent ("Dissemination Agent") and advise and assist the District as needed pursuant to the terms set forth in this agreement (the "Agreement").

I. **Advisory Services Provided.** The services to be provided under this Agreement are set forth below:

   a. **Voter Survey Research**. If so requested, design and draft a random survey of registered voters of the District, incorporating comments from the District, coordinating the gathering of data, and analyzing and presenting the results to the District. Specific information will include:

      - Overall performance of the District
      - Quality of education
      - Quality of district facilities
      - Perceived need for a bond issue
      - Need for the funding of specific projects
      - Willingness to raise taxes for bond

   b. **Pre-Election Services.** If the District conducts a bond election, DS&C will provide the following services:

      - Review the District's overall financing needs and recommend appropriate financing vehicle
      - Develop an election and financing timetable
      - Review historical assessed valuation patterns
      - Calculate the bonding capacity of the District, less any outstanding debt
      - Prepare a financing plan including alternative amortization schedules of the Bonds' principal repayment, alternative total bond issue amounts, alternative repayment plans, and alternative scenarios for the timetable of bond issuance
      - Analyze the impact of alternative bond scenarios on tax rates
      - Recommend proposed bond amount and issuance schedule
      - Prepare proposed ballot language for legal review
      - Review financial aspects of resolutions prepared by bond counsel to confirm that potential financing plans are permitted by the terms of the resolution
      - Advise the District as to non-legal aspects of information to be distributed to public regarding the proposed bond issue
      - Prepare tax rate statement for ballot
      - Prepare argument for ballot and rebuttal (if necessary)

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c. **Bond Issuance Services.**

- Analyze issues such as debt capacity, assessed valuation growth, alternative financing structures, and developments in the bond market
- If requested, oversee the selection process and assembly of finance team members
- Prepare a schedule of financing and see that all parties take the necessary actions to ensure the timely completion of financing
- Size and structure the bond financing to meet the District's cash flow needs and tax rate goals
- Provide legal counsel with information necessary for the preparation of authorizing resolutions and related legal documentation
- Advise the District as to available and appropriate pricing mechanisms for the Bonds
- Manage bid process for competitive sales including posting of Notice of Sale, monitoring bids, and coordinating the award of Bonds
- Oversee negotiated sales process, and review preliminary and proposed interest rate scales provided by the underwriter
- Assist with management and coordination of pre-closing and closing as needed

d. **Citizens' Bond Oversight Committee Assistance.** DS&C shall assist the District in regards to its Citizens' Bond Oversight Committee ("CBOC") as follows:

- **Member Recruitment and Selection.** Assist the District in the recruitment, interview and selection of CBOC members including the search for specific member categories and replacement due to resignation or term-limits.
- **Member Education.** Provide on-going education to CBOC members regarding:
  - Fundamentals of general obligation (GO) bond finance
  - An overview of the various uses of GO bonds by California K-14 districts for facility construction, improvements and technology
  - Specific challenges faced by the district regarding its bond funding program
  - An annual review of changes in the district's assessed valuation and estimated tax rates
  - Education seminars to be provided as needed to the committee as a whole as well as individually to newly appointed members
- **Annual Reports.** Assist the CBOC in the drafting of:
  - An annual report(s) to be submitted to the District's Board of Trustees
  - An annual report(s) to the community regarding the District's bond program(s) and CBOC activities suitable for electronic and/or U.S. mail
- **Bylaws Review and Compliance.** Provide an annual report to the CBOC and District staff to include:
  - Review of CBOC Bylaws and proposed amendments as needed
  - Review of District and CBOC compliance with California state laws including CBOC membership and public access to CBOC reports and documents

II. **Continuing Disclosure Services.** The services to be provided under this Agreement are set forth below:

a. **Preparation of Annual Report.** Include all required items from the continuing disclosure certificate ("CDC") from each of the District's outstanding financings. DS&C shall, whenever possible, attempt to consolidate information from separate CDCs into a single Annual Report.

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b. **Annual Filing of Annual Report, Budget and Audit.** File all materials as required under each CDC with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access portal.

c. **Preparation and Filing of Notice of Significant Events.** Notices of significant market events are required to be filed within 10 business days of their occurrence. DS&C will prepare notices of significant events as required by any CDC when DS&C becomes aware of such events. DS&C will monitor third-party sources for occurrences of significant events related to the rating of the District or any applicable credit enhancement such as bond insurance. The District will notify DS&C if it becomes aware of any significant event requiring a filing. The terms of the CDC govern but such significant events include, but are not limited to:

- Delinquencies, defaults, unscheduled drawdowns of debt service reserves or credit enhancements, defeasances, bankruptcies, bond calls, adverse tax opinions, etc.
- Changes in the underlying rating of the District
- Changes in the ratings of the insurers on the District's outstanding financings
- Any other significant event required to be disclosed by a CDC

III. **Preparation and Filing of Annual Debt Transparency Reports ("ADTRs")** shall include but not be limited to:

a. Complete an ADTR for each applicable District bond or note issuance.

b. Obtain outstanding data from the District not otherwise available as required for the filing of each ADTR.

c. Annually file ADTRs with the California Debt and Investment Advisory Commission ("CDIAC").

d. Provide the District with notice and confirmation of each successful filing.

IV. **Limitations on Services.**

a. The services provided under this Agreement are limited to the services described above unless otherwise agreed to in writing by DS&C.

b. Unless otherwise provided above, DS&C is not responsible for preparing any preliminary or final official statement, or for certifying the accuracy or completeness of any preliminary or final official statement, other than for any information about DS&C provided by DS&C for inclusion in such documents.

c. Pre-Election Services and Bond Issuance Services, as described in Sections I-b and I-c respectively of this Agreement, will be provided by DS&C in its role as MA as defined by the Securities Exchange Act. Unless explicitly stated otherwise, all other services provided by DS&C under this Agreement will not be rendered by DS&C in its capacity as the District's MA.

d. Under the terms of this Agreement, DS&C is not responsible for determining whether any Annual Report makes an untrue statement of material fact or omits to state any material information or for making any determination for the "materiality" of a significant event or whether such event reflects "financial difficulties" of the District.

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V. **Compensation.** Payment of all fees and expenses shall be made from either bond proceeds (as permitted) or any other source of legally available funds. For its services, DS&C shall be compensated as follows:

a. **Voter Survey Research.** Should the District request DS&C to undertake voter survey research, the District shall pay DS&C a fee of $15,000 per survey for preparation and analysis plus third-party data collection services billed at cost, payable upon the delivery of survey results.

b. **Pre-Election Services.** For Pre-Election Services, the District shall pay DS&C a fee of $15,000 per election payable upon the adoption of the election resolution.

c. **Bond Issuance Services.** For Bond Issuance Services, the District shall pay DS&C a fee of $67,500 per series of Bonds contingent on the sale of each bond series.

d. **Citizens' Bond Oversight Committee Assistance Compensation.** Fees for such services shall be calculated as follows:

- For a single GO bond authorization, an annual fee of $15,000 payable from bond proceeds or any other source of legally available funds.
- For each additional GO bond authorization, an annual fee of $5,000 payable from bond proceeds or any other source of legally available funds.

e. **Tax & Revenue Anticipation Notes.** For services related to the issuance of an individual tax and revenue anticipation note of the District, a fee of $15,000 per series.

f. **Continuing Disclosure Services.** For the preparation and filing of the Annual Report (including budgets, audits and any other required data) and the reporting of significant events, an annual fee of $6,000 is payable upon filing of the annual report.

g. **ADTR Services.** For the preparations and filing of ADTRs payable upon filing of the annual reports:

- A one-time set-up fee of $500 for each ADTR
- An annual fee of $600 for each filed ADTR

h. **Expenses.** Third-party and out-of-pocket expenses including but not limited to travel, printing, data services, postage and out-of-pocket expenses incurred in conjunction with services provided to the are payable upon receipt of the invoice and will be billed at their direct cost, except third-party creative, design, and communication services, which will be billed at their direct cost plus 10%.

VI. **Effective Date, Terms, and Conditions.** This Agreement shall be effective on the date signed by an authorized representative of the District and remain in effect for five years. Either party may terminate this Agreement at any time with the following conditions, except as noted below:

a. If DS&C requests termination, written notice shall be provided at least 30 days in advance; if the District requests termination, Board approval must be provided 30 days in advance. The District agrees to compensate DS&C for expenses incurred and services performed up to the termination date, as mutually agreed upon. However, if the District secures voter approval for one or more GO bond measures during the term of the Agreement, the

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District may not terminate the Agreement until after the issuance of the first series of bonds from the approved measure(s) except in case of gross negligence.

b. The District agrees that DS&C shall be the sole MA concerning the sale of the Bonds during the term of this Agreement and that no additional MAs shall be hired by the District for the services described in this Agreement without the written consent of DS&C.

VII. **Additional Matters.**

a. **Insurance.** DS&C shall maintain in full force and effect workers' compensation insurance, errors and omissions insurance and general liability insurance covering its employees at its own expense. Evidence of such insurance shall be provided to the District upon request.

b. **Entire Agreement and Amendments.** This Agreement contains the entire understanding of the parties concerning the subject matter herein. No amendment or addition to this Agreement shall be valid unless such amendment or addition is in writing and signed by the parties hereto.

c. **Jurisdiction.** It is expressly understood and agreed that this Agreement and all questions arising there under shall be construed according to the laws of the State of California, without reference to any conflicts of law provisions. Any litigation or arbitration between the parties will take place in the appropriate court or legal forum located closest to San Francisco, California.

d. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

e. **Independent Contractor.** DS&C are independent contractors and not agents or employees of the District and shall have no authority to act as an agent of the District, nor to enter into any agreement for or on behalf of the District except as provided herein.

f. **Property of District.** All work performed by DS&C according to this Agreement shall become the property of the District, is for the sole use of the District, and shall not be released to any third party without prior written consent of the District.

g. **Notices.** The parties may deliver any documents related to this Agreement or any notices required by email or other electronic means. The parties consent to (i) conduct business electronically, (ii) receive documents and notices by such electronic delivery, and (iii) sign documents electronically. Where written notice is to be given under this Agreement, service shall be sufficient if deposited in the United States mail, postage paid, and shall be effective from the date of mailing. Notice to the parties shall be addressed to the signatories below at their respective addresses listed above.

h. **Attorneys' Fees.** If either party brings any action or proceeding to enforce, protect or establish any right or remedy arising out of or based upon this Agreement, including but not limited to the recovery of damages for its breach, the prevailing party in said action or proceedings shall be entitled to recovery of its costs and reasonable attorneys' fees, including the reasonable value of the services of the counsel of the District or the counsel of DS&C.

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i. **Counterparts**. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute the same Agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed original and valid.

j. **Severability**. If a provision of this Agreement is held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable by its terms.

k. **Certain Mandatory Disclosures**. DS&C agrees to provide to the District disclosures required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 and Rule G-10 (the "Disclosures"), which are attached here as Appendix A. DS&C agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions, which shall be delivered to the District and shall be deemed incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

Dale Scott & Co., Inc.

By:



Dale Scott, President

DocuSigned by:
Dale Scott
0E8027D7F03F40C...

Alum Rock Union Elementary School District

Accepted:

Title: German Cerda, Superintendent

Date:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: C and B Landscape Inc. DBA California Landscape Company VENDOR NO: _____

ADDRESS: 195 San Pedro Avenue, Building A, Morgan Hill, CA 95037 FAX NUMBER: (408) 847-2355

TELEPHONE NUMBER (408) 847-2370

TAX ID NUMBER: 77-0425181 E-Mail: candblandscaspe@aol.com

BOARD APPROVAL DATE: July 31, 2025

CONTRACT TERM: From August 01, 2025 – September 30, 2025

CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/ or reports:

A. One-line description for the Governing Board report: **Install 2-2" size 8200cr-20 weathermatic brass irrigation valves and 130 hunter 4" size I-25 rotors as replacement of the existing system across four baseball fields, including 3M DBY6 waterproof valve wire connectors at Ocala Steam Academy School.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
140	0000	0	5815	00	0000	8100	000000	450	8131	$32,551.00

Program Manager/Principal _____ **Date:** 7/21/25

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 7/21/25
Accountant

Director of Fiscal Services _____ **Date:** 7/21/25

Asst Supt, Bus Services _____ **Date:** 7/24/25

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $32,551.00 (NTE) FY 2025-2026

C and B landscape Inc. DBA
California Landscape Company
195 San Pedro Avenue Building 'A'
Morgan Hill, California 95037
(408) 847- 2370 (408) 847- 2355 (fax)
C-27 Lic # 815338
Email:candblandscaspe@aol.com
DIR # 1000047277

Attn: Eric Wasinger
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, California 95127
eric.wasinger@arusd.org

Proposal Date: July 14, 2025
Project: Ocala Middle School
2800 Ocala Ave
San Jose, California 95148
Juan Mendoza
Operation Manager
(669) 263-3476

Baseball fields Irrigation Scope of Work:

Install 2 – 2" size 8200CR-20 Weathermatic brass irrigation valves, 130 Hunter 4" size I-25 rotors as Replacement of existing system across four baseball Fields, include 3M DBY6 waterproof valve wire connectors

TOTAL AMOUNT $ 32,551.00

Arusd / Eric Wasinger

7-15-2025
Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: General Tree Service

VENDOR NO: 300360

ADDRESS: 1323 Darryl Drive, San Jose, CA 95130

FAX NUMBER: _____

TELEPHONE NUMBER (408) 489-5671

TAX ID NUMBER: 460870198

E-Mail: jesse.fernandez19@yahoo.com

BOARD APPROVAL DATE: July 31, 2025

CONTRACT TERM: From August 1, 2025 – June 30, 2026

CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/ or reports:

A. One-line description for the Governing Board report: **Provide emergency tree trimming and removal on an as needed basis district-wide.**

B. Full description of services to be provided and expected results (e.g., services, materials, products, and/or reports). Attach the Scope of work, proposals exhibit, and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$84,000.00

Program Manager/Principal _____ **Date:** 7/18/25

Superintendent _____ **Date:** _____

Fiscal Approval Maria Quinton **Date:** 7/21/25
Accountant

Director of Fiscal Services _____ **Date:** 7/21/25

Asst Supt, Bus Services _____ **Date:** 7/21/25

COMPENSATION: In consideration of the Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____b. **Flat Rate:** $_____ to be the total payment to the Contractor, including travel and/or other expenses.

__X__c. **Other:** $84,000.00 (NTE) FY 2025-2026

General Tree Service
Non -Emergency Tree work Rate sheet

All labor is port to port, minus 30 minute lunch

Rates are 8 hour maximum, unless authorized by County official

Rates exceeding 8 hours are subject to overtime and double-overtime as applicable (1.5 rate for overtime, Double rate for Double Overtime)

Labor		
General Labor		
Driver (non operator)	$125 per hour, non minimun , port to port (1man)	Includes chipper truck and 12" chipper
Groundperson	Includes all flagging and traffic control equipment	
Traffic Control/ Flagger		
Equipment / Operator		
41 ft Bucket Truck	$140 per hour, 3 hour minimum - port to port, includes operator/driver (1 man)	
60 ft Bucket Truck	$160 per hour, 3 hour minimum - port to port, includes operator/driver (1 man)	
Crane 19 Ton	$175 per hour, 3 hour minimum - port to port, includes operator/driver (1 man)	
Track Skidsteer	$198 per hour, 3 hour minimum - time on site, includes operator (1 man)	fuel surcharge $200/day
	Specialized Equipment	
14 K Trailer	$100 /day	
20" chipper	$250/day	
Stump Grinder, Diesel, 49 HP	$275/hour, including operator	
Log Truck, 15k capacity	$200/day	
Dump Fees		
Woodchip Disposal	No additional charge for chip left on site or taken to County Yard/Approved Location If woodchips are to be taken to the Buena Vista or Ben Lomond Transfer Station, Reimbursement Applies	
Log Disposal	No additional charge for logs left on site or taken to County Yard/Approved Location If logs are to be taken to the Buena Vista or Ben Lomond Transfer Station, Reimbursement Applies	

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: Harry L. Murphy, Inc.

VENDOR NO: 12641

ADDRESS: 42 Bonaventura Drive, San Jose, CA 95134

FAX NUMBER: (408) 955-1111

TELEPHONE NUMBER: (408) 955-1100

TAX ID NUMBER: 94-1262416

E-Mail: Angie@harrylmurphy.com

BOARD APPROVAL DATE: July 31, 2025

CONTRACT TERM: From August 1, 2025 – June 30, 2026

CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/ or reports:

A. One-line description for the Governing Board report: **Provide services that include repair and/or replacement of flooring as needed district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
140	0000	0	5815	00	0000	8100	000000	450	8131	$84,000.00

Program Manager/Principal _____ **Date:** 7/21/25

Superintendent _____ **Date:** _____

Fiscal Approval: _____ **Date:** 7/21/2025
Accountant

Director of Fiscal Services _____ **Date:** 7/21/2025

Asst Supt, Bus Services _____ **Date:** 7/21/25

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor, including travel and/or other expenses.

__X__ c. **Other:** $84,000.00 (NTE) FY: 2025-2026

CONTRACTORS LICENSE # C-15 145985

DIR # 1000004204 Exp. 6/30/2026

HARRY L. MURPHY INC.
FLOOR COVERINGS

San Jose, CA. *Sacramento, CA.*

DATE	SALESPERSON
7/21/2025	Victor Vindiola

Work Proposal

CUSTOMER		PROJECT	
Company:	Alum Rock Union Elementary School District	**Project Name:**	Alum Rock Union Elementary School District
Address:	2930 Gay Ave. San Jose, CA 95127	**Address:**	2930 Gay Ave. San Jose, CA 95127
Attn:	Ed Villarreal Jr	**Project Contact:**	Ed Villarreal Jr
Phone #	(408) 687-1912	**Phone Number:**	(408) 687-1912
Email:	Ed Villarreal Jr <ed.villarreal@arusd.org>		

UNION SHOP * BONDABLE PRICES * PRICE GOOD FOR 60 DAYS

SCOPE OF WORK

Supply and Install Commercial Flooring

Item	Amount	Description	Break Down
		Labor Rates	
		Regular Time - $175.00/hr	
		Time and 1/2 - $235.00/hr	
		Double Time - $260.00/hr	
		BASE PRICE	

Please call or email with any questions or concerns!

Inclusions:	Minor Floor Prep, Regular Hours (7am-4pm)
Exclusions:	Demo, Moisture Barrier, Excessive Floor Prep, Shift Hours, and Weekends/Holidays.

Authorization of the proposal:

When the Owner/Owners Representative signs this proposal it will be treated as a binding contract.
Once Harry L. Murphy, Inc. receives this signed document, we will begin the submittal and ordering process.
By signing this proposal, the owner/owners representative agrees to the invoice terms of NET 30 DAYS.

HARRY L. MURPHY, INC.
75
Years of Excellence!

Docusign Envelope ID: E29C9BAD-5645-4CA0-8265-912AA27B617B

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T.-Operations (School/Dept.) VENDOR NO. 301193

Submitted by: Ed Villarreal, Director of Maintenance, Operations & Transportation

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Security Alert Systems of California Inc

Address: 2125 Periwinkle Drive City: Gilroy State: CA Zip: 95020

Phone: (408) 930-5873 Email Address: jrbay@aol.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Security Alert Systems of California, Inc. will assess all non-monitored Fire Alarm Systems and make recommendations and modifications to have all systems monitored. Once systems are upgraded, they will provide service and monitoring. The sites are as follows: Adelante I, Aptitud @Goss, Cassell ES, Chavez ES, Cureton ES, Lyndale ES, McCollam ES, Meyer ES, Ocala STEAM, Painter ES, Russo/McEntee, Sheppard MS, District Office, Social Emotional Learning (SEL) and Pre-Assessment Center (PAC).

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

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

☑ b. **Other:** $9,900.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5870	00	0000	8100	000000	450	5350	$9,900.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Security Alert Systems of California, Inc.

Ph: 408 930-5873
Fax: 408 847-8825
E-mail jrbay@saspd.com

State Contractor License 427774
California ACQ License 1244
www.saspd.com

July 14, 2025

Ed Villarreal,
Director of Maintenance, Operations and Transportation
MOT-Building
Alum Rock Union School District
2930 Gay Ave.
San Jose, CA 95127

Re: Fire Systems Maintenance/Monitoring/Inspections

Mr. Villarreal,

Per your email request here is our scope of work. Security Alert Systems of California Inc. is a Veteran Owned State certified small minority business. We install, service, maintain and monitor fire/security alarm systems throughout the bay area. We are pleased to continue our services with the Alum Rock Union School District at the same hourly rate of $155.00 per man hour. Fire alarm system monitoring is the same at $55.00 per month/$660 per year, per alarm system.

If you have any questions, please feel free to contact me on 408 930-5873.

Thank you.

Sincerely,

Jess Rodriguez

Jess Rodriguez, President
Security Alert Systems of California, Inc.
www.saspd.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: **Maintenance, Operations & Transportation (M.O.T.)**

INDIVIDUAL/COMPANY NAME: **Sound & Signal, Inc.**

VENDOR NO: _____

ADDRESS: **277 Rickenbacker Circle, Livermore, CA 94551**

FAX NUMBER: (925) 455-6153

TELEPHONE NUMBER: **(408) 872-2445**

TAX ID NUMBER: 94-2998240

E-Mail: rosana@soundandsignal.com

BOARD APPROVAL DATE: **July 31, 2025**

CONTRACT TERM: From **August 1, 2025 – June 30, 2026**

CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/ or reports:

A. One-line description for the Governing Board report: **Provide service for Proprietary Fire Alarm and Intercom Systems District-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit, and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$10,000.00

Program Manager/Principal _____ **Date:** 7/16/25

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 7/17/25
Accountant

Director of Fiscal Services _____ **Date:** 7/17/25

Asst Supt, Bus Services _____ **Date:** 7/17/25

COMPENSATION: In consideration of the Contractor's provision of services as described above, and subject to the payment Provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $ _____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** **$10,000.00 (NTE)** **FY: 2025 – 2026**

Sound
& Signal Inc.

Maintenance Contract Fees:

Sound and Signal, Inc. employees are on call 24 hours each day for your emergency service needs. All technicians are cellular phone dispatched for prompt service.

If scheduled 24 hours in advance of requested service date, the following services rate apply:

Effective 12/1/24 Service Labor Rates and Hours

Hours: RT: 6 a.m. to 6 p.m. Monday through Friday.
OT: Hours worked beyond 8 hours daily and outside of RT hours listed above.
DT: Hours worked beyond 10 hours daily, all Sundays, and all Holidays.
Emergency overtime calls will be billed at 4 hours minimum. Portal to Portal.

Labor Rates: RT: $ 198.00 per hour
OT: $ 272.00 per hour
DT: $ 345.00 per hour

If immediate service is requested, overtime rates may apply.

We Provide Sales and Sales Support to:
- Schools and Colleges
- County, State and Federal Correctional Institutions
- Commercial and Industrial Facilities
- Electrical Engineers and Architects

Sound and Signal's Service Department Offers Services for:
- Master Clock and Timing Systems
- Fire Alarm Detection Systems
- Annual Fire Alarm Testing
- Intercom and Paging Systems
- Sound Systems for Public School Football Fields or MPR Buildings.
- Intrusion and CCTV

Sound & Signal is a Factory Authorized Dealer for the Following Products:
- Gamewell/FCI Fire Alarm Systems
- Potter AFC & IPA Fire Alarm Systems
- Firelite and Silent Knight Fire Alarm Systems.
- Bogen Engineered Dealer for Educational Intercom & Clock Systems
- Bosch Intrusion

Vehicle Mileage Charges: Miles from Techs current location to service call location.
0-35 Miles $17.50
36-45 Miles $22.50
46-55 Miles $27.50
56-64 Miles $32.00
65-80 Miles $40.00

All Fire Alarm technicians are Fire Life Safety Certified by the State of California, Department of Industrial Relations.
All field employees are fingerprinted and have received clearance from the Department of Justice.

277 Rickenbacker Circle • Livermore • CA 94551
• Phone (925) 455-1778 • Fax (925) 455-6153
Public Works DIR registration # 1000000276 Contractors License # C10-494676

Docusign Envelope ID: 4586E45C-1FAA-46F9-B91C-C14B7371402B

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Ed Villarreal, Director of M.O.T.

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: United Mechanical Inc

Address: 2185 Oakland Road City: San Jose State: CA Zip: 95131

Phone: (408) 228-1913 Email Address: DHeath@umi1.com

SSN: _____ or Fed I.D. #: 54-2095461

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August, 01, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Provide routine maintenance and service for the refrigerator and freezer units located at the District Office.

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

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

X b. **Other:** $20,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
050	8150	0	5815	00	0000	8100	000000	450	8130	$20,000.00	M.N 7/7/25

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

UNITED
MECHANICAL

SERVICE RATES & INFORMATION

Date: 7/16/2025
Alum Rock School District
2930 Gay Avenue
San Jose, Ca 95127

Thank you for considering United Mechanical Inc. to provide HVAC & Plumbing Services for your facility. We appreciate the opportunity and your business. Therefore, for the 2025/2026 Year, we are happy to provide you with the following UMI Service hours, labor rates, response times and office contacts:

Service office and field hours:

Monday- Friday: 7:00AM to 4:30PM.

Service Labor Rates:

Hourly Rate: $195.00

Overtime Rate: $256.00

Holiday Rate: $316.00

Truck Charge Rate: $80.00

Response Times for after hours:

We guarantee that if Alum Rock School District calls during over time or after hours, that UMI will be onsite within 2-3 hours of that received phone call. When the call is placed to our 24/7 line, you should receive a call back within 30 minutes of that call.

Office Contacts/247 Service Line:

Dylan Heath (Account Manager) - Phone: 925.895.4027 Email: dheath@umi1.com *24/7 Service Line*- Phone: 408.228.1913 Email serviceContracts@umi1.com

I hope this meets with your approval. Please do not hesitate to call if you have any questions

Docusign Envelope ID: D53037F9-F212-4752-8419-02BFBCC18D8D

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Office of the Superintendent (School/Dept.) VENDOR NO. 301653

Submitted by: Serio Diaz Luna

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: B43Productions, Inc.

Address: 129 Micah Point, Unit A City: La Vernia State: TX Zip: 78121

Phone: (916) 601-2351 Email Address: b43productions@gmail.com

SSN: _____ or Fed I.D. #: 47-4919076

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Contractor will provide post-production services for four (4) fully edited videos, each in the 2-3 min range (max.) Contractor will also provide guidance/pre-edit consultation to improve the quality of the footage.

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

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

X b. **Other:** $10,000 (describe rate agreement) $9,000 covers all post productions services for 25/26 SY, $1,000 flat fee guidance/pre-edit consultation to improve quality of footage.

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7200	000000	712	5013	$10,000.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Docusign Envelope ID: D53037F9-F212-4752-8419-02BFBCC18D8D

B43PRODUCTIONS
a video & photo company

916-601-2351
b43productions@gmail.com
129 Micah Point #A
La Vernia, TX 78121

July 21, 2025

PROPOSAL for ARUSD
Video Post-Production Services

Scope of Services

B43Productions will provide post-production services for four (4) fully edited videos, each in the 2–3 minute range (maximum), using interviews and footage filmed by your team. Our goal is to transform real-world footage into polished and highly watchable content while staying true to your authentic voice.

- Each video will be professionally edited from start to finish, including:
- Smooth cuts and pacing
- Copyright-free music (if applicable)
- Light audio and color correction (with the understanding that footage is amateur)
- Text callouts and simple motion graphics to support clarity and viewer engagement
- Incorporation of high-resolution logos and additional graphics, provided in advance by ARUSD team

Coaching & Support

To support your team in capturing better footage and audio - and ultimately getting the most out of the editing process - a coaching package is necessary. This includes practical, real-time guidance around:

- Interview framing and shot composition
- Camera angles and visual variety
- Lighting and sound setup improvements
- Key production tips to help elevate amateur footage, making it more engaging and message-forward.

Content Delivery & Turnaround

To maintain a 1-week turnaround per video once content is submitted, we ask for the following (once received, we will take it from there and deliver a polished first cut for review):

- Clearly labeled files and folders, identifying speakers, events, or B-roll locations
- A brief note describing the intent or main message for each video. We will ask follow-up questions if needed.
- All logos, graphics, or supporting visuals in high-resolution formats (PNG, PDF, or AI preferred)

Budget & Deliverables

- 4 fully edited videos (2-3 minutes maximum each)
  - $9,000: Covers all post-production services for the 2025–26 school year. This fee is not contingent on whether content is ultimately delivered. Resources, planning, and editing capacity will be reserved in advance for your team throughout the school year.
- Coaching + pre-video support (required)
- $1,000 flat fee – Includes guidance on interview framing, camera work, lighting, and pre-edit consultation to help improve the quality and impact of your in-house footage.
- Total Estimated Cost: $10,000

Payment Details: We prefer full payment at the beginning of the school year to ensure time is secured and your team receives priority support. That said, we're happy to follow your internal process. This agreement becomes billable upon delivery of the first project.



DocuSigned by:
D0AD8E1CABEF4D1...
Rebecca Leroux
Rebecca Leroux

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Superintendent's Office (School/Dept.) VENDOR NO. 014026

Submitted by: Patricia Tovar c/o German Cerda

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: California School Boards Association (CSBA) (GAMUT Service Agree.)

Address: 3251 Beacon Blvd. City: West Sacramento State: CA Zip: 95691

Phone: 800) 266-3382 Email Address: eoray@csba.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
GAMUT services consist of Policy/Policy Plus/Meetings: Meeting provides subscribers access to a technology platform that enables subscribers to create meeting agendas, attach or link supporting documents, record minutes & publish agenda items for public viewing;

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

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

X b. **Other:** $13,525.00 (describe rate agreement) _____

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5846	00	0000	7100	000000	700	7100	$13,525.00	MN 7/23/2025

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT

ATTACHMENT A

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

Module	Annual Fee
GAMUT Policy	$4,075 (Existing Service)
GAMUT Policy *Plus*	$4,200 (Existing Service)
GAMUT Meetings	$5,250 (New Service)
GAMUT Documents	
GAMUT Communications	

GAMUT Policy provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources. The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include and individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provide upon execution of this Agreement.

The CSBA Sample Policy Manual is intended as a resource for school districts and county offices of education for use in developing their own policy manuals and is not intended as a substitute for legal advice nor are they intended for exact replication. The subscriber is wholly responsible for reviewing, editing, and revising sample policy documents for local adoption. CSBA cautions subscribers to seek the advice of legal counsel when confronted with legal questions or situations requiring legal advice. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing Subscriber's specific legal situations. CSBA's samples reflect current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.

GAMUT Policy Plus provides subscribers access to a technology platform that enables Subscriber to host Policy Manual. As a condition of subscription to Gamut Policy Plus, subscribers to Gamut Policy Plus must also maintain a current GAMUT Policy subscription. The subscriber is authorized to create user accounts for its employees and board members. Users may manage the creation, upload, and publishing of updated policies on behalf of Subscriber's governing body or any related committee or subcommittee. GAMUT Policy Plus subscribers also have access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual, any updates to the CSBA Sample Policy Manual. Consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Consultation does not include drafting original policy language for the Subscriber. CSBA Policy Manual Consultants do not provide legal advice. Suggestions and advice from CSBA Policy Manual Consultants is not intended to be and is not a substitute for advice from legal counsel. GAMUT Policy Plus who are also clients of CSBA's District and County Office of Education Legal Services (Legal Services) program may, subject to the terms and conditions of their Legal Services agreement, consult Legal Services attorneys for legal advice and

custom policy writing. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

GAMUT Meetings provides subscribers access to a technology platform that enables Subscriber to create meeting agendas, attach or link supporting documents, record minutes and publish agenda items for public viewing. The subscriber is authorized to create user accounts for its employees and board members. Users may manage the creation, uploading and publishing of meeting agendas, minutes, and related documents on behalf of Subscriber's governing body or any related committee or subcommittee.

GAMUT Documents provides a central repository for Subscribers to store important documents on their GAMUT sites and to set permissions to allow specified users to access exactly what they need while keeping sensitive data secure. Users can create folders to classify and manage documents; upload multiple file types, including Word, Excel, PowerPoint, PDF or graphic files; set folder and file permissions for either public or private access; and create folder or file level alerts to be notified when new files are added.

GAMUT Communication adds news, calendar, and resource features to Subscriber's GAMUT website. The News tab allows subscribers to create news types for public or private sharing of information to GAMUT users based on their permission settings. The Calendar tab allows for posting of important dates including meetings, board activities or other events. Calendars can be Public or Private and can be linked to meeting agendas in GAMUT Meetings. Resource links may be used to allow direct, easy access to external sites that are frequently referenced or relevant to the Subscriber's organization.

2. Training and Set Up Fees. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee[1]	
On Site Training Fee[2]	
Conversion Fee	

California School Boards Association

Tezeta Stewartz (Jun 12, 2025 13:29 EDT)

Tezeta Stewartz
Senior Director
Policy & Governance Technology Services

6/12/25

Date

Alum Rock Union ESD

Signature

Brett Lithrell

Printed Name

Chief Technology Officer

Title

6/17/2025

Date

[1] Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

[2] On Site Training fees do not include plus the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Office of the Superintendent (School/Dept.) VENDOR NO. 301507

Submitted by: Sergio Diaz Luna

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Creative West Graphics Solutions LLC

Address: 1125 Golden State Blvd, Suite F City: Turlock State: CA Zip: 95380

Phone: ( ) Email Address: hi@creativewestgs.com

SSN: _____ or Fed I.D. #: 33-1283366

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Contractor will provide design work for ARUSD's enrollment marketing and related materials. Among the deliverables are designs for district-wide recruitment materials, designs for vehicle wraps, and other materials as identified by ARUSD staff.

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

X a. **Fee Rate:** $75.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 130 hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

_____ b. **Other:** $_____ (describe rate agreement) _____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7200	000000	712	5013	$9,750.00	M.D 7/22/25

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Docusign Envelope ID: 29C10F54-F633-4FB8-90B9-20742EB422FB

CREATIVE WEST GRAPHIC SOLUTIONS

Monday, July 21, 2025

SCOPE OF WORK
Alum Rock Union School District
Term: July 31, 2025 – June 30, 2026
Prepared for: Sergio Diaz-Luna

Description of Services
Creative West will provide design services to support ARUSD's enrollment marketing and related materials. Deliverables may include, but are not limited to:

- District-wide recruitment materials (flyers, brochures, posters, banners)
- Design and layout for vehicle wraps
- Visual assets for print and digital marketing
- Additional materials as identified by ARUSD staff throughout the contract term

Cost
Design services will be billed at a standard hourly rate of $75/hour. Total cost will vary based on project scope and volume of work requested during the contract period.

Terms & Conditions

- Work will be scheduled and approved in coordination with ARUSD staff.
- Files will be delivered digitally in PDF, EPS, or other print-ready formats as needed.
- Invoices will be submitted as individual jobs are completed, with payment terms Net 30.
- Creative West maintains general liability insurance and will provide a Certificate of Liability Insurance naming ARUSD as an additional insured.
- No student interaction or access to student data will occur under this agreement.
- Cyber liability and sexual misconduct coverage are not applicable based on the scope of work.
- Creative West will provide all deliverables digitally via email or shared drive link as requested.

Signed by: Hector Ramirez F6CBA5032B054BA...

Hector Ramirez
Owner/Creative Director
Creative West Graphic Solutions, LLC

(209) 667-5939 | hi@creativewestgs.com | 1125 N Golden State Blvd, Ste F, Turlock, CA 95380

Docusign Envelope ID: 007502D7-6278-40BF-AB30-34094ADDD615

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Office of the Superintendent (School/Dept.) VENDOR NO. 301548

Submitted by: Sergio Diaz Luna

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: DataGenomix LLC

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

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

SSN: _____ or Fed I.D. #: 46-3732837

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 15, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

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

X b. **Other:** $18,250.00 (describe rate agreement) Ads will be provided at a cost not to exceed

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	3900	000000	712	5014	$18,250.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Docusign Envelope ID: 607502D7-6276-406F-AB50-54094ADDD619

datagenomix™

Statement of Work

Prepared for

Alum Rock Union School District

Paid Digital Campaign: *Awareness & Enrollment*

August 15, 2025 – June 30, 2026

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

Data-Driven Strategy.
Winning Outcomes.

DocuSign Envelope ID: 007302D7-6278-40BF-AB30-94094ADDD615

I. Campaign Overview

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

Objectives

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

Strategies

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

DocuSign Envelope ID: 007502D7-0276-40BF-AB30-34094ADDD619

II. What We Provide

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

III. What You Bring

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

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IV. Campaign Period & Pricing

- **Campaign Term.** August 15, 2025 – June 30, 2026
- **Professional Services.** $3,250
  - *Includes campaign setup, daily monitoring, optimization, and reporting*
- **Paid Digital Media.** $15,000
  - *Allocated across Meta (Facebook & Instagram), Digital Display, and Google Search Ads*
  - *The paid media budget can be increased during the campaign as defined by the client.*
- **Campaign Total.** $18,250
- **Billing.** The total project cost will be divided into two equal invoices or another mutually agreed-upon payment schedule. Invoices will be sent at the beginning of each campaign phase or on a set monthly timeline based on client preference.

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data genomix

V. Agreement of Services

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

SERVICE PROVIDER:

DATA GENOMIX LLC

By: DocuSigned by: Jeremiah Guappone
856D08BE2B5A42A...

Name: Jeremiah Guappone

Title: Chief Strategy Officer & General Manager

Date: 7/23/2025

CLIENT:

Alum Rock Union School District

By: _____

Name: German Cerda

Title: Superintendent

Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Support services (School/Dept.) VENDOR NO. 022507

Submitted by: Dr. Kiela Jimenez

☑ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

Name of Individual/Company: Early College Outreach Parent Program

Address: 2545 Alfred Way City: San Jose State: CA Zip: 95112

Phone: (408)230 9738 Email Address: ecoppsj@yahoo.com

SSN: _____ or Fed I.D. #: 820-71-8028

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 01, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
Early College Outreach Program will provide parents engagement in various educational programs such a ESL and technology classes for parent to any ARUSD school desired to participated. The goal is to help low income first generation students and families to prepare them for college additions.

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

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

_____ b. **Other:** $4000.00 (describe rate agreement) Flat Rate Fee

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	3130	000000	340	7121	$0	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



August 1, 2025

ESL Services performed by:
Early College Outreach Parent Program

ESL Services Performed for:
Alum Rock Union School District

To ARUSD,

Thank you for your interest in the Early College Outreach Parent Program's innovative parental involvement programming. Increasing parents' involvement in their children's education is a cornerstone of most school reform efforts and consistent school-home communication serves a critical role in student success.

STATEMENT OF WORK

This statement of work is between Alum Rock Union School District and Early College Outreach Parent Program.

What is ESL: Everything you need to know.

ESL stands for English as a second language. It is normally taught to students whose primary language is not English with the goal of improving their English speaking, reading, writing and listening skills. Let's discuss some of the reasons and benefits of learning ESL as well as some other helpful English learning tips.

Why study ESL?

Business and career advancement

The offices for many international businesses operate as English-speaking environments to attract international talent. Learning English allows people to have the best chance at business and career success.

Communicating with friends and family

Who doesn't like meeting new people? It's one of the best things about traveling or life in general. But sometimes, there is a language barrier, and it can be difficult to communicate. So many people will study English so they can more easily communicate with new people.

Learning

Learning a second language can improve your brain! It is said that people who speak two or more languages have higher executive function, which is the ability to do problem solving, analysis and multi-tasking.

PURPOSE:

Goals of ESL
The goal of the ESL program is to develop English language proficiency using second language methodology through explicit instruction in listening, speaking, reading, and writing in all academic areas.

Description of ESL Program
English as a Second Language (ESL) is an intensive instructional program designed to develop proficiency in the comprehension, listening, speaking, reading, and writing of the English language.

Adult students at beginning to intermediate levels will greatly benefit from this step-by-step approach to English grammar basics. This is the ideal supplement to your language arts program whether your students are native English speakers or beginning English language learners. Skill-specific lessons make it easy to locate and prescribe instant reinforcement or intervention.

PERIOD OF PERFORMANCE:
The services shall commence on August 1, 2025 and shall continue until June 30, 2026 of completion of services.

ACCEPTANCE OF CRITERIA
The educational services provided by Early College Outreach Parent Program will be considered complete on June 2025 as long as the conditions or criteria are met

PAYMENT SCHEDULE
Payment shall be made to ECOPP in the total amount of $ 4000.00 per school site upon execution of this agreement.

Alfredo Castaneda
ECOPP. Executive Director

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Support Services (School/Dept.) VENDOR NO. 21977

Submitted by: Dr. Kiela Jimenez

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Healthier Kids Foundation Santa Clara County

Address: 4040 Moorpark Ave STE 100 City: San Jose State: CA Zip: 95117

Phone: (408) 427 2558 Email Address: KimberlyA@hkidsf.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 01, 2025, and will diligently perform as required and complete performance by ~~June 30~~, 2028, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

The Healthy Kids Foundation will provide the following services at no cost to all ARUSD students, across ~~all grade levels, for the next three years: vision, dental, and hearing screenings; case management; oral~~ health education; medical enrollment assistance; and healthier lifestyle classes.

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

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

☑ b. **Other:** $0.00 (describe rate agreement) No Cost to District

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	340	7221	0.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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MEMORANDUM OF UNDERSTANDING BETWEEN
ALUM ROCK UNION SCHOOL DISTRICT AND
HEALTHIER KIDS FOUNDATION
SCHOOL YEAR 2025-2028

This Memorandum of Understanding (MOU) is an Operational Agreement between the Alum Rock Union School District (ARUSD) and the Healthier Kids Foundation (HKF) a California non-profit. The purpose of this MOU is to establish the terms and conditions under which ARUSD and HKF agree to work collaboratively (1) to provide vision, dental, hearing screenings, and potentially wellness screenings, oral health education, case management of students that receive a referral from the screenings [redacted] (3) to enroll children into subsidized health coverage programs; and (4) with the option to provide educational program including 10 Steps to a Healthier You!, Healthy Little Steps, and SmileFirst series for students in grades preschool through 8th grade. This partnership will work together to promote subsidized health coverage programs and provide effective information sharing, referral processes, and secure data tracking.

The parties agree to comply with the terms and conditions contained in this MOU.

IN WITNESS WHEREOF, the parties here to have executed this Memorandum of Understanding.

APPROVED FOR ALUM ROCK UNION SCHOOL DISTRICT

German Cerda, Superintendent — Date

APPROVED FOR HEALTHIER KIDS FOUNDATION:

Signed by: Melinda Kay Snavely — 6/17/2025

Melinda Kay Snavely, Chief Executive Officer — Date

Docusign Envelope ID: 6FB52E63-D114-4415-9F66-4919DA9D9BE8

ARTICLE I

PROGRAM AND GENERAL PROVISIONS

PROGRAM

ARUSD and HKF agree to collaborate on providing vision, dental, and hearing screenings, as well as potentially wellness screenings. HKF will also offer health education, case management for students who receive referrals from the screenings [redacted] enroll children in subsidized health coverage programs, and deliver educational programs to students and parents/caregivers, including 10 Steps to a Healthier You!, Healthy Little Steps, and the SmileFirst series for students in preschool through 8th grade. This partnership will promote subsidized health coverage programs and ensure effective information sharing, referral processes, and secure data tracking.

[redacted]

This MOU will define the areas of the role and responsibilities for interagency cooperation to facilitate uninsured children with obtaining health coverage.

TERM

This MOU is effective between the ARUSD and HKF on the date that all signatures from ARUSD and HKF are received and shall remain in effect until June 30, 2028, unless terminated earlier or amended otherwise. Provisions of the term include an option for an additional five-year term(s).

ARUSD and the Healthier Kids Foundation acknowledge that Healthier Kids Foundation's obligation and ability to provide services is subject to the availability and adequacy of funding. The provision of services outlined in this MOU is contingent upon the availability of sufficient funding. Funding may be provided directly by ARUSD or sourced from an external funding entity. In the event that external funding is required, ARUSD and the Healthier Kids Foundation agree to cooperate in efforts to secure external funding for the services listed in this MOU. In no case shall such cooperation be deemed or construed as constituting a partnership between ARUSD and the Healthier Kids Foundation.

ARUSD RESPONSIBILITIES:

[redacted]

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- Ensure at least one logistical support person (staff or parent volunteer) is available as needed to guarantee the day of services runs smoothly.
    - Some of the responsibilities may include but are not limited to the following:
        - Calling students to the screening room
- Ensuring that only students whose parents have consented receive services.

B. ENROLLMENT IN HEALTH INSURANCE (COPE) PROGRAM

- Distribute HKF flyers and referral forms to parents whose children may need health coverage.
- Assist parents with completing HKF referral form and submit to HKF (if feasible).

C. CONSENT FORMS FOR FOLLOW-UP SERVICES

- Prior to screening services, the school sites will distribute consent forms to parents agreeing to follow-up support services provided by the Healthier Kids Foundation.
- Schools are to return to the Healthier Kids Foundation forms completed by parents a week before the date of the services.

D. DENTALFIRST, HEARINGFIRST, VISIONFIRST, AND MY HEALTHFIRST PROGRAMS:

- Provide an administrative staff member at each screening site to serve as the point of contact for screening logistics.
- Utilize an FTP server or DataZone to access class rosters two weeks prior to the screenings that include: school grade, teacher/class, student ID, State ID, student first name, middle name, last name, student gender, student birth date, student health plan, ethnicity, and race, up to two parents' first name, parent last name, parent preferred language, parent main phone, parent home phone, parent mailing address, and email addresses.
- Distribute screening results to the parents of the children who were screened within 48 hours of receipt.
- Provide missing contact information for those children whose screening results indicate an issue for HKF's follow up.
- Assign staff to work with HKF to escalate children referred by dentists as "24-hour emergency care needed".

E. 10 STEPS TO A HEALTHIER YOU! CLASSES

- Provide an administrative staff member for zoom class sites to serve as the point of contact for class logistics.
- Conduct outreach to parents and caregivers who may be interested in attending the five-class series.
- Provide a list of parents and caregivers who enroll into classes (if feasible)

F. HEALTHY SMILES DENTAL SERVICES – OPT-IN FORMS

Docusign Envelope ID: 6FB52E63-D114-4415-9F66-4919DA9D9BE8

- Distribute opt-in forms to parents provided by the Healthier Kids Foundation.
- Opting-in Forms will require the following information to provide services:
    - Child/Parent Information
        - Child's Name
        - Child's Sex
        - Child's Date of Birth
        - Home Address
        - Zip Code
        - School Site
        - School Grade
        - Parent/Guardian Name
        - Relationship to Child
        - Parent Phone Number
        - Parent Email Address
    - Program Participation Consent
    - Medical/Dental History
    - Insurance Information (confirmation on one of the following)
        - Child's Medi-Cal Number
        - Private Insurance information
        - Confirmation of no dental insurance
- Schools are to return to the Healthier Kids Foundation forms completed by parents a week before the date of the services.

HKF RESPONSIBILITIES:

A. ENROLLMENT IN HEALTH INSURANCE (COPE) PROGRAM

- Distribute HKF flyers and referral forms to parents whose children may need health coverage.
- Assist parents with completing HKF referral form and submit to HKF (if feasible).
- Use the information provided on the registration/enrollment forms to determine if students are uninsured.
- Contact students' parents/guardians and determine eligibility for a health coverage program and assist parents/guardians with scheduling appointments with Certified Application Assistors to apply for and enroll into health coverage.
- Assist families with the process of enrolling their children into a health coverage program.
- Ensure that information provided on students' registration/enrollment forms is used only for purposes directly related to the enrollment of students into subsidized health coverage programs.
- Destroy any copies of students' registration/enrollment forms once parents apply for health coverage.
- Maintain the confidentiality of student record information and any other confidential ARUSD information that HKF and its staff and agents obtain while performing services

Docusign Envelope ID: 6FB52E63-D114-4415-9F66-4919DA9D9BE8

pursuant to this MOU and enter into non-disclosure agreements regarding ARUSD confidential student information with individuals and/or organizations that HKF will be sharing ARUSD student information.

B. DENTALFIRST, HEARINGFIRST, VISIONFIRST, AND MY HEALTHFIRST PROGRAMS

- Screen children for dental, hearing, vision, and wellness and provide follow-up to the parents of those children whose screening results indicate an issue to assist parents with accessing follow-up services for their children.
  - [redacted]
- Mail screening results to administrative staff within 48 hours from the time of screening
- Provide follow up to the parents of the children whose screening results indicated an issue within three weeks of the screenings.
- Through the COPE Program, assist the parents of identified uninsured children with applying for and enrolling into subsidized health coverage.
- Contact parents of uninsured children who need to enroll into health coverage within one week of being identified.
- Visit agreed-upon ARUSD school sites on mutually agreed upon dates and times for screenings.

C. 10 STEPS TO A HEALTHIER YOU! PROGRAM

- Provide parenting classes on implementing healthy lifestyles in their homes.
- Offer 10 Steps to a Healthier You! five-class series as often as parents and caregivers will attend (a minimum of 12 parents per class).

D. SMILE FIRST

- Provides interactive and informative presentations about oral health, dental hygiene, and preventing tooth decay in young children. A 15-minute in-classroom interactive presentations for children, preschool and up.
- Provide tools and resources to help maintain a good oral hygiene routine which can lead to positive behaviors and sustained good oral health outcomes.

E. HEALTHY LITTLE STEPS

- Little Steps in a 15–20-minute presentation focused on teaching habits for preventative care. These presentations focus on promoting healthy habits like playing outside and focusing on 'everyday' foods. We read *Potter the Otter, a Tale about Water* and review the sugar content on the sugary beverages touched on in the book.

[redacted]

- For students who opt-in to services (rather than opt-out) provide dental screenings and provide preventative dental treatment.
  - Preventative dental treatment provided by a Registered Dental Hygienist in

Docusign Envelope ID: 6FB52E63-D114-4415-9F66-4919DA9D9BE8

Alternative Practice (RDHAP) may include the following:
  - Prophylaxis (Dental Cleaning)
  - Sealant Application
  - Fluoride Varnish Topical Application
- Provide follow-up to the parents of those children whose screening results indicate an issue to assist parents with accessing follow-up services for their children.
  - For the parents who consent to follow-up services:
    - Provide follow-up to the parents of the children whose screening results indicated an issue within three weeks of the screenings.
- Results will be provided to administrative staff digitally within 48 business hours, via SFTP or a secure OneDrive folder.
- Visit agreed-upon ARUSD school sites on mutually agreed-upon dates and times for screenings.

G. BACKGROUND CHECK /FINGERPRINTING:
HKF shall be responsible, at their own expense, for ensuring background clearance for all employees of HKF coming into contact with students of ARUSD in the course of providing services pursuant with this MOU. All background checks must determine that none of the employees or subcontractors has been convicted of a felony through the use of National Criminal Check (SSN Check), State Criminal Record Check, County Criminal Record Check, and Sex Offender Registry.

HKF shall be responsible with compliance, at their expense, with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health and Safety Code, § 1500 et seq.).

ARTICLE II
GENERAL TERMS

1. AMENDMENTS
All amendments or modifications must be in writing and signed by authorized representatives of contracting parties.

2. TERMINATION
ARUSD or HKF may request a termination of convenience (without cause) by notifying the other party in writing 30 days prior to the effective date of termination.

3. NON-EXCLUSIVE REMEDIES
The remedies listed in this MOU are non-exclusive, and HKF and ARUSD retain all other rights and remedies they may each have under general law, including the right to terminate

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Support Services (School/Dept.) VENDOR NO. 300764

Submitted by: Dr. Kiela Jimenez

☑ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

Name of Individual/Company: Sound Soulutions

Address: 819 Birch Ave City: Sunnyvale State: CA Zip: 94086

Phone: (669) 600 9577 Email Address: soundsoulutions75@gmail.com

SSN: _____ or Fed I.D. #: 87-2535219

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 13, 2025, and will diligently perform as required and complete performance by June 30, 2028, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
Sound Soulutions will provide 8 music groups per series, 60 min each 1x week. Groups are open to any ARUSD who wants to participate. Individual school base therapy can also be provided they also offers presentations for parents, staff and students

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

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

☑ b. **Other:** $_____ (describe rate agreement) Not to exceed 13,500 per site

010-0000-0-5815-00-0000-3130-000000-340-7221

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
010	0000	0	5815	00	0000	3130	000000	340	7221	MASTER	M.D 7/22/25

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Docusign Envelope ID: 07B19739-68D3-4DEE-921A-CBAE90F6FD49

SOUND SOULUTIONS

Sound Soulutions' Scope of Work for Alum Rock Union School District

Executive Summary

- Program: Sound Soulutions, Creative Art Group Therapy
- Target Population: Youth aged 11 to 14 facing mental health challenges
- Program Duration: Fall August 13th, 2025 to Spring June 30th, 2028
- Location: Identified Schools within Alum Rock Union School District
- Implementing Agency: Sound Soulutions

Statement of Need

- Recent data indicates a significant rise in mental health issues among youth in the Santa Clara County, including increased rates of anxiety, depression, and suicidal ideation. Local schools report a shortage of accessible mental health services, leading to unmet needs among students. Sound Soulutions aims to bridge that gap by providing comprehensive mental health support tailored to the youth demographic in Santa Clara County.
- Adolescents are facing increasing mental health challenges, including anxiety, depression, trauma, and suicidal ideation. According to the CDC, approximately 1 in 5 adolescents has a diagnosable mental health disorder, yet fewer than half receive treatment. Schools are uniquely positioned to serve as access points for mental health care, reducing barriers such as stigma, transportation, and cost.

Program Objectives

1. Enhance Access to Mental Health Services: Provide confidential counseling sessions to at least 30 youth and families annually.
2. Promote Mental Health Awareness: Conduct monthly workshops in schools to educate students/guardians about mental health and coping strategies.
3. Strengthen Community Support Systems: Establish peer support groups to foster a sense of community and shared experience among participants.

Docusign Envelope ID: 07B19739-68D3-4DEE-921A-CBAE90F6FD49

4.Three Guiding Pillars of Sound Soulutions: Create, Empower,Conquer.

Phase 1 Create: Allows youth to increase coping, trust and self-awareness and a connection to peers and therapist. The program creates safety, unity and a way for students to create projects that represent their unique self.

Phase 2 Empower: Empowerment through leadership and self-discovery. Expression through music and art to explore thoughts and feelings. The material will explore group members' trauma and experiences. Leadership skills will be introduced by using positive reinforcement assisting youth to be inspired to be a positive leader in group and in school.

Phase 3 Conquer: Community, Teamwork and Guardian Involvement. Supporting and integrating healthy relationships with guardians, school, community and team building is key to sustainability. Students will work in pairs and/or in teams to learn success together. Youth are encouraged to build strong bonds with group members, connection with school, parents, and community.

Program Activities

- Individual Counseling: Offer one-on-one sessions with licensed/pre-licensed therapists, focusing on issues such as anxiety, depression, and trauma.
- Group Workshops: Facilitate skill-building sessions on topics such as healthy coping, emotional regulation, and healthy relationships with guardians.
- Parental Involvement: Host parenting workshop to equip parents with tools to support their children's mental health.

Evaluation Plan

- Pre- and Post-Program Assessments: Utilize standardized tools to measure changes in participants' mental health status.
- Feedback Surveys: Collect qualitative data from participants and parents to assess program satisfaction and areas for improvement.
- Outcome Tracking: Monitor long-term impacts, such as school attendance and behavioral changes, through follow-up surveys conducted six months post-program.

Menu of Services Offered and Cost:

- Creative Art Group Therapy: Programs composed of 1, 2, or 3 units, each unit lasting 8 weeks for 60 minutes . Cost of each 8 week unit is $6,000. Program serves ages 11 to 14 years of age. Max of 7 students and a minimum of 3 students.
- Parent Soulutions Workshops: Spanish/English Parenting Workshops: Duration: Eight weeks and 60 minutes in length. Cost of each workshop: $500.00
- Stand Alone Sessions: Student workshops and Parent workshops: $450.00

Docusign Envelope ID: 07B19739-68D3-4DEE-921A-CBAE90F6FD49

Contract Expectations:

- Once school has expressed interest in Sound Soulutions and established contact via email with start dates of groups or individual treatment services, school liason will inform Sound Soulutions within 48 hours of any cancelation of groups or individual session in school via email phone call: 669-600-9577 or (soundsoulutions75@gmail.com) . If group not cancelled within 48 hours school will be charged full fee for cancelled services.
- ARUSD will select schools interested in Sound Soulutions. ARUSD will have 2 weeks to begin and solidify intake of group and individual treatment. If school site/ARUSD does not follow through with services, ARUSD will be charged with the times and dates used to engage in services at the school.

Sound Soulutions Description of Services:

a) Sound Soulutions program will provide services at designated school sites (to be determined). Sound Soulutions mission is to heal at-risk youth by introducing replacement behaviors for unhealthy maladaptive behaviors. Using creative art techniques and therapeutic modalities, Sound Soulutions works to improve participant's mood, coping resulting in fewer depressive symptoms and improved school performance. The primary goal of Sound Soulutions is to improve student's social emotional needs and sustain improved behaviors by including family to support improved behavior.

b) Sound Soulutions agrees to provide behavioral health services (including group therapy, collateral, individual treatment, and case management) at designated school sites. The Program is not limited to group therapy. The Program can provide individual sessions if deemed appropriate for students.

c) Sound Soulutions program serves middle school and high school students. Program can provide individualized programming based on unique needs. For middle school students.

Services Provided: The Provider agrees to provide the following services, materials and/or products: On-site creative art and behavioral health services. Services include, family collateral sessions, skill building training to assist youth in improving poor behavioral habits, creating beats/songs to enhance healthy coping, learn DJ skills, create sounds using a beat machine, relaxation techniques, increase self-expression using music/art to improve mindfulness and building positive peer relationships. The provider will provide the following materials to students for learning: beat machines, Dj/music equipment, markers, crayons, and paper.

Docusign Envelope ID: 07B19739-68D3-4DEE-921A-CBAE90F6FD49

Schools Participation: The schools will provide a confidential room space with computers. The school will request HIPAA forms to obtain addresses for participants (mailing purposes) and/or a liaison to coordinate sending mail to participants.

Family Participation: The family will be available prior to the start of the program to review the program structure. Family will sign necessary consent forms for students to participate. Family will be available for brief check-ins throughout the program. Family will complete pre and post surveys.

Participant Expectations: Participants are expected to arrive on-time to each session, if a participant is absent, they must provide a written note excusing them from the session from a teacher/staff or parent.
Participant is required to learn and demonstrate values during sessions as well as at home, at school and
in their communities. Participants will engage in a brief pre and posttest of reflection and progress around improved symptoms. Participate will be required to the best of their ability to participate during each session

Conclusion

Investing in school-based mental health services is a proactive step to support students' well-being and academic success. This proposal provides a roadmap for establishing a sustainable, effective mental health provider presence in schools that meets the urgent and ongoing needs of adolescents.

Scope of Work for Truancy

Program Title: Truancy Soulutions

Executive Summary

- Program: Sound Soulutions, Creative Art Therapy/Parent Workshops
- Target Population: Youth aged 11 to 14 facing mental health challenges, 20 to 25 students
- Program Duration: August 13th 2025 through June 30th, 2028
- Location: Identified schools within the Alum Rock Union School District
- Funding for program: $30,000
- Duration: 24 Weeks

Purpose and Goals

The purpose of Truancy Soulutions is to reduce chronic absenteeism in elementary school by addressing the underlying emotional, psychological,

Docusign Envelope ID: 07B19739-68D3-4DEE-921A-CBAE90F6FD49

familial, and social factors contributing to truancy. This program adopts a trauma-informed, therapeutic approach that supports students and families in stabilizing attendance and improving academic and emotional outcomes.

Primary Goals:

- Decrease chronic absenteeism among identified students.
- Improve emotional and behavioral functioning.
- Strengthen school-family-community partnerships.
- Enhance students' academic engagement and school connectedness.

Target Population

- 7 to 10 Students in grades 6th through 8th with 10% or more absences (excused or unexcused).
- Students identified for Tier 2 and Tier 3 services
- Emotional or behavioral concerns.
- History of family instability, trauma, or housing insecurity.
- Limited access to mental health or social support services

Services Provided

Student Services

- Individual Counseling (bi weekly 30 minute sessions)
- Creative Art Group Therapy weekly 1 hour groups 60 minutes
- Attendance Mentorship (1:1 check-ins with a therapeutic mentor)
- Behavioral Support Planning in collaboration with teachers
- Case Management & Referrals to wraparound services

Family Engagement

- Bi-weekly Parenting Workshops on Trauma, behavior and school engagement or home visits (when appropriate)
- Regular communication through phone calls, texts, or in-person meetings

School Collaboration

- Monthly MDT Meetings (Multi-Disciplinary Team) with school staff
- Attendance Intervention Plans with the school's attendance team

Docusign Envelope ID: 07B19739-68D3-4DEE-921A-CBAE90F6FD49

Implementation Timeline

Performance Measures

- Attendance improvement: ≥75% of participants improve attendance by 10%
- Mental health: ≥60% show improved emotional regulation (pre/post assessments).
- Family participation: ≥70% of families attend at least 4 Parenting Workshops.

Compliance and Confidentiality

The program will comply with HIPAA regulations. All services will be documented securely, and parental/guardian consent will be required for participation.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Services (School/Dept.) VENDOR NO. 22679

Submitted by: Imee Almazan

☑ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

Name of Individual/Company: The City Peace Project

Address: PO Box 36014 City: San Jose State: CA Zip: 95158

Phone: (408) 797 4274 Email Address: rachel@tcpp.org - danny@tcpp.org

SSN: _____ or Fed I.D. #: 46-1323539

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1 _____, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

The City Peace Project provides mentorship, academic and tutoring support to at-risk student's grades 4th-8th through weekly small groups, sessions are one hour with one team member assigned and 6-12 students. Case management provided for any student who requires further attention as well as parental engagement.

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

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

☑ b. **Other:** $_____ (describe rate agreement) 1 hr week, $1,000/Month, not to exceed $11,000

2 hrs Week, $1,500/Month, not to exceec $16,500 and 6hrs week $4500/Month, not to exceed $49,500

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	0000	3130	000000	340	7221	MASTER	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

the CITY PEACE PROJECT

thecitypeaceproject.org
P.O. Box, 36014
San Jose, 95158

Scope of Work

Alum Rock Unified School District
August 1, 2025 - June 30, 2026

The City Peace Project provides mentorship for at-risk students through small groups to help them develop skills for making healthy decisions, communicating effectively, and setting and tracking goals.

Mentorship for At-Risk Students - Grades 4 - 8

The City Peace Project is dedicated to fostering a supportive environment for at-risk students through a comprehensive mentorship program. The goal is to provide these students with guidance, support, and resources to help them navigate personal and academic challenges, improve their social skills, and set a foundation for a successful future.

Group Sessions and On-Campus Support

Each group session is one hour with one team member assigned and 6-12 students. Case management provided for any student who requires further attention.

On-Campus Support Provided for Break and Lunch Hours

The City Peace Project will provide the students with mentoring, academic support and tutoring, as well as parental engagement.

Pricing:

1 hr/ week, $1000/ month, not to exceed $11,000
2 hrs/ week, $1500/ month, not to exceed $16,500
6 hrs/ week, $4500/ month, not to exceed $49,500

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Support Services (School/Dept.) VENDOR NO. _____

Submitted by: Kiela Jimenez, Ed.D.

☑ **Independent Contract** ☐ **MOU**

☑ Master Contract

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

Name of Individual/Company: The City Peace Project (MASTER)

Address: P.O. Box 36014 City: San Jose State: CA Zip: 95158

Phone: (408) 797-4274 Email Address: rachel@tcpp.org

SSN: _____ or Fed I.D. #: 46-1323539

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 13, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
The City Peace Project is dedicated to fostering student success by providing on-campus support for those navigating challenges in their adjustment to school. This approach includes academic and tutoring assistance, Social-Emotional Learning (SEL) programs designed to empower students, and active parental engagement. Services are available to all ARUSD sites wanting to participate. Additionally, the City Peace Project will provide support for a multi-tiered system of support (MTSS), structured with Tier 1: Proactive Peacemaking, Tier 2: Mentorship, and Tier 3: Case Management. We will serve students at Renaissance Academy at Mathson, Sheppard Middle School, and Ocala Middle School.

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

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

X b. **Other:** $_____ (describe rate agreement) Not to exceed $49,500 for school sites and Not to exceed $150,000 for departments.

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	3130	000000	340	7221	MASTER	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

the CITY PEACE PROJECT

thecitypeaceproject.org
P.O. Box, 36014
San Jose, 95158

Scope of Work

Alum Rock Unified School District
August 1, 2025 - June 30, 2026

The City Peace Project provides mentorship for at-risk students through small groups to help them develop skills for making healthy decisions, communicating effectively, and setting and tracking goals.

Supporting Students having trouble adjusting - Grades K - 8

The City Peace Project aims to support students with behavioral issues through a comprehensive, multi-faceted approach that fosters a positive, inclusive, and supportive school environment. The project will employ evidence-based interventions, referral to counselors, and educational support services to help students develop the skills needed to succeed academically, socially, and emotionally.

On-Campus Support - based on individual school needs

On-campus support for students having trouble adjusting. Will support students with behavioral issues. May include academic support or tutoring and SEL program to help empower students to thrive in school and community.

On-Campus Support Provided for Break and Lunch Hours

The City Peace Project will provide the students with mentoring, academic support and tutoring, as well as parental engagement.

Pricing:

1 hr/ week, $1000/ month, not to exceed $11,000
2 hrs/ week, $1500/ month, not to exceed $16,500
6 hrs/ week, $4500/ month, not to exceed $49,500

the CITY PEACE PROJECT

PO Box 36014
San Jose, CA 95158
Email: Danny@TCPP.org
TheCityPeaceProject.org

The City Peace Project: Scope of Services
Renaissance Academy at Mathson ('25 - '26)
Sheppard Middle School ('25 - '26)
Ocala Middle School ('25 - '26)

Mission Statement:

The City Peace Project's mission is to mentor & advocate for students to help them know their value so that they can be at peace with themselves and with others.

Our team directly intervenes in the lives of students struggling with truancy, inappropriate habits on campus, and other behavior-related issues. Our goal is to re-engage with these identified students and encourage consistency, growth, and a sense of community in order to see improvement in attendance, punctuality, active class engagement, and behavioral self-management on campus and at home.

Services:

- **M.T.S.S. - Tier 1: Proactive Peacemaking**
  - Campus Safety: Promoting peaceful problem-solving schoolwide, monitoring hot-spot areas
  - College & Career Awareness: General exposure through school-wide assemblies or events
  - Health & Wellness Services: Universal wellness resources and wellness room use
  - Community Resources: Broad awareness of services available to all students
  - Tutoring (general): Drop-in academic support available to any student
  - Peace Pause: classroom visits in which we host an activity for students to interact with one another or take a wellness break.

- **M.T.S.S. - Tier 2: Mentorship**
  - Group Support & SEL: Small-large group or peer mentoring as part of SEL sessions
  - Health & Wellness Services: Deeper support through small group check-ins or workshops
  - Conflict Resolution: Practiced and reinforced through mediations or peer-led activities
  - College & Career Awareness: Used as an SEL topic (future planning, goal-setting), community events

- **M.T.S.S. - Tier 3: Case Management**
  - Academic Counseling: One-on-one academic guidance tailored to individual student needs
  - Attendance Support: Personalized strategies to improve chronic absenteeism
  - Tutoring (targeted): Assigned tutoring for students failing specific classes
  - Mentoring (intensive): Ongoing 1:1 mentor relationship as part of case plan
  - Family Support: Home visits, resource support, referral to external services for the student/family

Pricing:

- 4 hours per day, 3 days per week: **$3,900 per month per school**
- 5 hours per day, 3 days per week: **$4,600 per month per school**
- 4 hours per day, 5 days per week: **$5,600 per month per school**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Information Technology Support SVCS (School/Dept.) VENDOR NO. _____

Submitted by: Brett Littrell, Chief Technology Officer

☐ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Fortune Cabling Services

Address: 10092 S. Blaney Ave City: Cupertino State: CA Zip: 95014

Phone: (408) 646-88-77 Email Address: cheree@fortunecabling.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
The district needs additional wiring and installation of safety equipment, such as cameras and vape detectors and they meet all insurance requirements and will work on several of our campuses as required for the 2025/2026 fiscal year.

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

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

X b. **Other:** $50,000.00 (describe rate agreement) not exceed $50,000.00

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7700	000000	460	7900	$50,000.00	M.N. 7/7/25

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Proposal

10092 South Blaney Ave.
Cupertino, CA 95014
Main 408.646.8877

CA State License: 961431
DIR PW Contractors Registration No.: 1000012429

QUOTE# 071525-01
DATE: JULY 15, 2025
EXPIRATION DATE: AUGUST 15, 2025

TO: Brett Littrell
Alum Rock Union School District
2930 Gay Ave.
San Jose, CA 95127

RE: District Wide New Vape Detector and New Security Camera Installations

The following is a proposal for General Scope of Work for any new vape detector and new security camera installations for ARUSD District Wide school site locations.

1. **General Scope of Work:**
   - Provide and install 1 each new Cat6 cable from closest IDF/MDF to new Vape Detector or new security camera location.
   - Terminate new cable(s) on RJ45 connectors.
   - Label and test new cable(s).
   - Provide and install new patch cord for each device and patch into designated District network switch port at IDF/MDF.
   - Provide and install EMT conduits and securing accessories or Panduit surface mount raceways as needed for each new device.
   - Install new vape detector or security camera and any included mount, provided by ARUSD.
   - Any outdoor wall penetrations to be sealed with weatherproof caulk.
   - Any indoor ceiling fire rated wall penetrations to be sealed with fire caulk.
2. **Exclusions:**
   - Painting of conduits or Panduit surface mount raceways is not included.
3. **Notes:**
   - All new vape detector, specific vape detector mount and any licenses, new security camera, specific camera mounts and any licenses to be provided by ARUSD.
   - All new vape detector and new security camera devices are to be configured prior to install by ARUSD.
   - All labor and services provided are based on Santa Clara County Prevailing Wage rates.

Proposal

10092 South Blaney Ave.
Cupertino, CA 95014
Main 408.646.8877

CA State License: 961431
DIR PW Contractors Registration No.: 1000012429

QUOTE# 071525-01
DATE: JULY 15, 2025
EXPIRATION DATE: AUGUST 15, 2025

- Continued -

4. **Price:**
   - All materials and labor for each new vape detector or new security camera installation estimated cost: $480.00 to $1,200.00.
   - Any new vape detector(s) or new security camera(s) requirements or requests will be quoted. All quotes to be approved by the Technology Department prior to commencing any work.

5. **Work Hours:**
   - For school instruction calendar: After regular school hours, Monday thru Friday.
   - Summer or ARUSD vacation breaks: Approved and coordinated work hours, Monday thru Friday.
   - Any weekend or Holiday work to be approved, scheduled and coordinated as needed.

6. **Payment:**
   - Progressive Billing upon completion of site(s) installations.

Total Estimated Price: $50,000.00

Thank you for the opportunity to provide this proposal for service and installation.
If you have any questions, please feel free to contact me.

Sincerely,

Cielo Rosario Ulpindo
Owner
Fortune Cabling Services

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Information Technology Services Dept. (School/Dept.) VENDOR NO. 300641

Submitted by: _____

☐ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Sutherland Consulting Group DBA: EdTechnologyFunds INC.

Address: 5800 Hannun Ave. Suite 230 City: Culver City State: CA Zip: 90230

Phone: (_____) Email Address: bsutherland@edtechnologyfunds.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2025, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
Deliver high-quality, affordable services that will enable our district to prepare students to thrive in the digital economy. These services included assessments and network analysis & inventory, application submission, competitive bidding, review compliance support, and record retention.

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

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

X b. **Other:** $13,649.00 (describe rate agreement) _____

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7700	000000	460	5040	$13,649.00	CM.N 7/1/25

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
CONTRACT FOR PROFESSIONAL SERVICES

This Contract entered into this **7th day of May 2025** by and between **Alum Rock Union Elementary School District**, with its principal location **2930 Gay Ave San Jose, CA 95127** and **EdTechnologyFunds, Inc. (a division of Sutherland Consulting Group),** with its principal location at **5800A Avenue Suite 200, Culver City, CA 90230**, (hereinafter referred to as Contractor).

WHEREAS, Alum Rock Union Elementary School District has a need for the specialized expertise in the field of completion of E-Rate applications and on-going support of the E-Rate funding.

WHEREAS, Contractor is qualified to provide specialized expertise in the field of E-rate funding and related information technologies.

BACKGROUND, With more than 11 years of experience engaged in the business of consultative support of all aspects of the Schools and Libraries Program of the Universal Service Fund (aka as E-Rate) and more than 20 years in technology development, EdTechnologyFunds (Contractor) has the background and expertise to provide comprehensive support of Alum Rock Union Elementary School District technology program needs.

NOW, THEREFORE, ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT and Contractor agree as follows:

I. STATEMENT OF WORK

Contractor shall perform the work set forth in the "Statement of Work" (SOW) on an annual for the period as defined below, attached hereto and by this reference is hereby made a part of this Agreement as fully set forth herein.

II. PERIOD

Contractor shall commence performance of this Agreement from August 1, 2025 through June 30, 2026. Annual contract extensions can be made upon mutual agreement by both parties.

III. RECORDS

Alum Rock Union Elementary School District shall maintain such records and accounts, including financial records, as are deemed necessary for Alum Rock Union Elementary School District and its funding source(s) to assure a proper accounting for all applicable funds, and/or as required by Statute. Such records, if applicable shall be maintained currently and properly from program, financial and other management audits; and retained for at least (5) years after the expiration of this Agreement.

All records and information are the property of Alum Rock Union Elementary School District , and shall be held in safe keeping and confidence.

Alum Rock Union Elementary School District shall retain professional and administrative responsibility for the services rendered by the Contractor.

Alum Rock Union Elementary School District shall apprise the Contractor of recommendations, plans for implementation and continuing assessment through dated, signed reports or records, which shall be retained by Alum Rock Union Elementary School District for follow-up action and evaluation of performance.

IV. GOVERNING LAW JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Alum Rock Union Elementary School District and Contractor agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that any action brought hereunder shall be exclusively in the County of Los Angeles, State of California.

V. INDEPENDENT STATUS OF CONTRACTOR

A. This Agreement is by and between Alum Rock Union Elementary School District and Contractor and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, by and between Alum Rock Union Elementary School District and Contractor.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. Alum Rock Union Elementary School District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers compensation liability, the sole employees of Contractor and not employees of Alum Rock Union Elementary School District . Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement

VI. COMPENSATION

Contractor shall be compensated for services performed under this Agreement as set forth in the SOW as follows:

A. E-RATE CONSULTING SERVICES

Item	Summary Scope of Work	Annual Costs
E-rate Support – Category 1	LOA Support, FCC Form preparations, consultation and discount optimization, timeline direction. Needs assessment, RFP Development, Submission of all FCC Forms, Competitive bidding support, PIA Review, Documentation Retention, and management of the USAC portal (EPC).	**$7,500**

	FCC Forms 486, Discount/SPI set-up, audits/appeals, Service Substitutions (as needed), Form 500s (as needed), and Invoicing/Reimbursement Support Form 472.	
E-rate Support – Category 2	LOA Support, FCC Form preparations, consultation and discount optimization, timeline direction. Needs assessment, RFP Development, Submission of all FCC Forms, Competitive bidding support, PIA Review, Documentation Retention, and management of the USAC portal (EPC). FCC Forms 486, Discount/SPI set-up, audits/appeals, Service Substitutions (as needed), Form 500s (as needed), and Invoicing/Reimbursement Support Form 472.	An amount equal to five percent (5%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of **$4,000**
ErateSync™ Annual Subscription	Cloud-based E-rate Records Compliance application to support 10-year+ FCC documentation requirements	**$2,149**
FUTURE Cybersecurity Program	Support will include on future applications including processes, forms, and inquiries related to new cybersecurity program	**3% of funding request, $5K maximum**
FUTURE HotSpot Lending Program	Support will include on future applications including processes, forms, and inquiries related to new hotspot program	**3% of funding request, $5K maximum**
USAC Audits (Applications filed by ETF)	Program Integrity Assurance (PIA), Payment Quality Assurance (PQA), Selective, Invoice Reviews, Beneficiary and Contributor Audit Program (BCAP), and other Audits filed by ETF	**Included**
USAC/FCC Appeals (Applications filed by ETF)	ETF will consult with district and Research, draft, submit USAC and FCC appeals.	**Included**
3-Year E-rate Plan Technology Planning	ETF will work with local staff to understand the current status of the systems technology and infrastructure. From this information, a three-year technology plan will be developed so that the School District can identify appropriate strategies for future development. This document will be updated annually	**Included**
Reporting, Training, and Documentation Management	Generate reports, Conduct training, and Documentation management.	**Included**

TOTAL (BASE): $9649

E-rate Category 1 Support.....$7500
ErateSync.....$2149

TOTAL (CONTIGENT ON NEED AND FUNDING): $14,000

E-rate Category 2 Maximum.....$4,000
E-rate Cybersecurity Pilot Maximum.....$5,000
Hotspot Lending Maximum.....$5,000

B. ADDITIONAL SERVICES RATE SHEET

Optional Services		
FCC Legal Counsel	Any prior year matter that requires the engagement of legal counsel will be billed to the district.	FCC/USAC Outside Legal Counsel- ETF will pass through any legal fees, without profit, for services rendered on behalf of the District. EdTechnologyFunds will get prior authorization from the District and provide estimates of the associated fees before any services are rendered
Grant writing and support	Write and submit grant applications as opportunities become available.	$160.00/hour + travel expenses

Notes:

a. Alum Rock Union Elementary School District will be invoiced for Category 1 Services after contract execution

b. The Alum Rock Union Elementary School District will be invoiced monthly for hours rendered in support of previously awarded funding or for additional services.

c. The annual subscription to ErateSync will be invoiced 100% upon contract execution.

VII. DELEGATION AND ASSIGNMENT

Contractor shall not delegate or assign its duties or rights under this Agreement, in whole or in part, without the prior written consent of Alum Rock Union Elementary School District and any prohibited delegation or assignment shall be a breach of said Agreement and render the Agreement null and void in its entirety.

VIII. COMPLIANCE WITH APPLICABLE LAW

A. Contractor shall comply with the requirements of the Davis-Bacon Act (where applicable) and all other Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required, thereby, to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless Alum Rock Union Elementary School District from and against any and all liability, damages, costs or expenses, including, but not limited, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.

IX. ENTIRE AGREEMENT

The body of this agreement shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this agreement.

X. NOTICES

All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. The Board of Directors shall have the authority to execute all notices of demands which are required or permitted by under the terms and conditions of this Agreement. Address and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

Address and persons to be notified may be changed by either party by giving prior written notice thereof to the other party.

IN WITNESS WHEREOF, Alum Rock Union Elementary School District and Contractor by duly authorized signatures have executed this Agreement as of the date and year first above written.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: _____ _____
Date

Title: _____

EdTechnologyFunds ("CONTRACTOR")

By: _____ 5/7/2025
Date

Title: President & CEO

I. E-RATE CONSULTING SERVICES – STATEMENT OF WORK

OBJECTIVE: Alum Rock Union Elementary School District (ARUESD) seeks professional services that provide detailed support for the Schools and Libraries Program of the Universal Service Fund (E-Rate) and other funding opportunities including the Emergency Connectivity Fund program, administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC).

SCOPE OF WORK: EdTechnologyFunds, Inc. (ETF) will provide Alum Rock Union Elementary School District (ARUESD) schools and related entities as listed below with comprehensive E-rate Program Support and Management for Category One – Internet/WAN, Category Two – LAN/WLAN Infrastructure components. Note that applications submitted or funded by prior consultant or other resource will be billed hourly for support of heightened reviews, audits, and appeals.

HOTSPOT LENDING FUNDING: There are proposed changes to allow E-Rate funding to support Wi-Fi hotspots so that libraries, school libraries, and schools can check them out to patrons or students in need.

CYBERSECURITY PILOT FUNDING: There are proposed changes to allow E-Rate funding for a cybersecurity pilot.

Below details how we will deliver the services per the RFP's Scope of Work section upon contract award.

A. PROFESSIONAL SERVICES DESCRIPTION

1. PLANNING AND PRE-FUNDING SUPPORT

Upon RFP award and contract execution, an EdTechnologyFunds (ETF) E-rate consultant/account manager will be assigned to oversee E-rate and Emergency Connectivity Fund program support for Alum Rock Union Elementary School District (ARUESD). The ARUESD account manager will be supported by a Certified E-rate Management Professional, a former USAC PIA reviewer, a discount activation manager, as well as a documentation retention manager.

The assigned ETF account manager will be available for virtual and in-person meetings to review ARUESD's funding status including prior year's open issues, current awards, pending, and for future planning.

EdTechnologyFunds will begin the onboarding process through emails and virtual conference calls to cover items below:

- Letter of Agency (LOA) to be an authorized communicator for ARUESD
- Add ETF has a consultant to ARUESD's EPC Portal
- ARUESD enrollment and NSLP eligibility to validate discounts and Category 2 budget
- Update the EPC system with all necessary changes to ensure that correct funding discounts are established, all entities are properly classified, and Category Two budgets are maximized.
- Review Children's Internet Protection Act ("CIPA") (acceptable use policies including compliance with the Children in the 21st Century Act , filtering, public meeting) records
- Review contracts and agreements for current services

- Review current district network topology
- Review CTF registration and discount status
- Request copies of all prior year's E-rate funding records
- Review FY2025 E-rate Eligibility List
- Review latest E-rate and ECF program changes
- Review pending E-rate, ECF, and broadband legislative initiatives
- Setup ARUESD's ETF email and account on ErateSync (documentation retention) app
- Setup ARUESD's account and process on ETF E-rate project management tool
- Develop list of funding goals and action items
- More as needed

2. RFP DEVELOPMENT

- Based on the funding opportunity and ARUESD's technology plan, EdTechnologyFunds will meet with the district staff to discuss the development of RFPs for telecommunications, technology services, and equipment as needed. ETF will integrate best-in-class technology and performance requirements for each RFP developed. Vendor evaluation criteria will be established, and vendor information packages will be created for each RFP prior to posting.
- ETF will post the RFP online and in local newspapers based on ARUESD and funding source procurement requirements. An ARUESD email account will be created on the edtechnologyfunds.com server prior to posting the RFP to manage vendor questions and receive responses. After the RFP posting has closed, ETF will aggregate vendor responses and a create scoring matrix based on the established criteria along with qualified proposals for review by ARUESD. EdTechnologyFunds will meet with ARUESD staff to review responses and assist with the scoring and selection process.

3. E-RATE APPLICATION SUBMISSION SUPPORT

During the E-rate application submission process, eligible schools and libraries submit funding requests to USAC for the upcoming funding year. Several tasks must be completed before starting the process to ensure ARUESD is in the best position to fully leverage its E-rate funding opportunities. ETF will take the following steps during the application process.

Form 470 Completion and Submission

- EdTechnologyFunds will create a draft of the Form 470 based on requirements detailed in the approved RFP and carefully review before posting on USAC's EPC system. The RFP will also be posted on Alum Rock Union Elementary School District's website and in the local newspaper if required. The filing of the Form 470 initiates the 28-day Competitive Bidding process and window.
- If ARUESD elects to purchase from a Master Contract vehicle, the Form 470 and competitive bidding processes can be bypassed. EdTechnologyFunds will however gather establishing Form 470 and bid evaluations from Master Contract holder to insure program compliancy.
- If ARUESD elects to continue with existing service from a multi-year contract, the Form 470 and competitive bidding processes can be bypassed. EdTechnologyFunds will review establishing Form 470 and bid evaluations to insure program compliancy.

Competitive Bidding Process

Below are the steps that will be taken by ETF to ensure an open and fair competitive bidding process:

- ETF will furthermore set up an email account that will be the single point of communications with vendors.
- The ETF Account Manager will be listed as the primary and technical contact on Form 470 submissions unless otherwise requested.
- ETF will respond to all vendor questions and post on USAC's EPC system within 24hours of receipt.
- At the close of the minimal 28-day competitive bidding window, ETF will create a bid summary sheet and vendor evaluation matrices (See attached samples).
- These documents will be sent to ARUESD for review and vendor selections. ETF will meet with ARUESD staff to review responses and assist with the scoring and selection process.

Form 471 Submissions

- Once ARUESD staff has finalized the vendor(s) selection, ETF will review final contracts and Item21 Attachments from the selected vendor(s) for E-rate compliancy.
- These contracts will then be available for ARUESD's review and board approval process. EdTechnologyFunds will assist with vendor interface on revisions to the contract as needed.
- Once all contracts and attachments have been approved, the Form 471 will be prepared and provided to ARUESD for review.
- Upon ARUESD approval, the Form 471 will be submitted along with all supporting documents three weeks prior to the close of the filing window.
- ETF will review Receipt Acknowledgement Letter (RAL) and review recommended changes with ARUESD. RAL changes will be submitted as needed
- ETF will then track the status of the Form 471 and answer Program Integrity Assurance (PIA) review questions until funding is awarded.
- ETF will retain all documents generated during the Form 470, Competitive Bidding, and Form 471 process including RFPs, vendor communications, proposals, bid matrices, and vendor scoring sheets in ErateSync™, our secure document management system, as required by local and state statutes as well as E-rate program rules.

4. PROGRAM INTEGRITY ASSURANCE (PIA) REVIEW

- After the Form 471 has been submitted with selected vendors, ETF will begin tracking the application funding status in the EPC system. ETF will serve as the primary contact with USAC and respond to Program Integrity Assurance (PIA) questions when the application reaches the review stage of the process.
- ETF will confirm receipt of PIA Review inquiries immediately and will make every effort to prepare a response to for review with System within three (3) days of receipt. For issues requiring more time, ETF will communicate that request to the reviewer and through the EPC system.
- Updates on the status of each inquiry will be made weekly until the issue is resolved.
- We anticipate that most issues will be successfully addressed by the ETF Account Manager and supporting staff in coordination with the vendor. For more complex issues, however, escalation to senior management at USAC or FCC may be required.

5. FUNDING AWARD, SERVICE PROVIDER DISCOUNT ACTIVATIONS, REIMBURSEMENT PROCESS, CHANGES

Funding Award

- Upon Funding Decision Commitment Letter receipt ETF will review to ensure that funding aligns with requests and any PIA Review adjustments.
- USAC and/or FCC appeals to be filed to correct for any ministerial or PIA errors.

Form 486 Submission

- ETF will verify CIPA compliance from materials sent during onboarding process
- Prepare and file Form 486

Discount Activations/Reimbursement Process

- ETF will manage the E-rate discount/reimbursement process with both USAC and the designated vendor(s). This process includes the following:
  1. Determining method of invoicing – Service Provider Invoicing (SPI) or Reimbursement.
  2. Completing necessary vendor forms and grids to activate discounts
  3. Submitting the Form 472 (Billed Entity Applicant Reimbursement aka BEAR) as needed.
  4. Monitoring USAC disbursements.

Invoicing and Payments

- ETF will monitor and manage the invoicing and payment process for Category One (Internet Access) and Category Two (Internal Connections) Services. This process includes the following:
  1. Completing service certification forms.
  2. Service Certification Form be submitted prior to invoice payments to the vendor for all work done.
  3. Establishing a process with vendor(s)/Schools to receive bills and invoices.
  4. Ensure that vendor service delivery documents are received
  5. Reviewing vendor invoices prior to District approval and payment.
  6. Receiving copies of proof of payment from the School District.
  7. Reconciling billing issues with ARUESD.
  8. Annual Invoice/Payment/ Discount Reconciliation at the close of the Funding Year.

Form 500 Submissions

EdTechnologyFunds will request various post commitment changes via the FCC Form 500 (Funding Commitment Adjustment Request Form) and as detailed below.

1. Adjustments to the funding year service start date reported on a previously filed FCC Form 486
2. Extensions to the contract expiration date listed on the FCC Form 471
3. Funding Request Number (FRN) cancelations
4. FRN funding reductions
5. Service delivery extension for non-recurring services
6. Equipment transfer resulting from the closure of the location where the equipment was originally installed

SPIN Changes

EdTechnologyFunds will request operational or corrective changes to the Service Provider Identification Number (SPIN) as needed to correct for errors or to replace the service provider associated with a specific Funding Request Number (FRN).

Service Substitutions

EdTechnologyFunds will work with ARUESD and vendor to submit a service substitution request if a change in the products and/or services specified in the FCC Form 471 (Description of Services Ordered and Certification Form) is required.

Service substitutions encompass changes in the technical components (products, services, or both) specified in the FCC Form 471. ETF will coordinate with vendor and Alum Rock Union Elementary School District staff to ensure that the service or product substitutions must meet the conditions as specified in the Federal Communications Commission (FCC) rules. ETF will notify EMUSD of any cost changes as a result of the substitution prior to filing. After the substitution request is filed, ETF will track on a weekly basis until approved.

6. E-RATE HEIGHTENED REVIEWS, AUDITS, AND APPEALS

EdTechnologyFunds has extensive experience with Program Integrity Assurance (PIA), Payment Quality Assurance (PQA), Selective, Invoice Reviews, Beneficiary and Contributor Audit Program (BCAP), and other Audits for schools receiving E-rate funding. Our goal is to ensure that every review and audit has a successful outcome. As such, ETF will meet with ARUESD to establish the protocol for receiving and answering questions. Note that applications submitted or funded by prior consultant or other resource will be billed hourly for support of services in this section.

- ETF will confirm receipt of USAC inquires and audits immediately and will make every effort to prepare a response to for review with System prior to the response deadline. For issues requiring more time, ETF will communicate that request to the reviewer/auditor and through the EPC system. Updates on the status of the inquiry will be made daily until the issue is resolved.
- We anticipate that most issues will be successfully addressed by the ETF Account Manager and supporting staff in coordination with the vendor. For more complex issues, however, escalation to senior management at USAC or FCC may be required.
- ETF will review or draft FCC and USAC Appeals as needed to ensure continuity of funding.

7. ONGOING COMMUNICATIONS

- Respond to all of the District's questions or inquires within one business day.
- ETF will review and monitor funding awards, payments, and USAC notices on an on-going basis and provide district with a quarterly 3-Year Funding Summary (see attached sample)
- ETF will provide District with a quarterly Documentation Retention Report (see sample report in Section VIII)
- Advise the School District on all risk factors and strategies related to securing the maximum allowable E-rate Discount.
- EdTechnologyFunds, as members of the E-rate Management Professionals Organization (E-MPA) and Schools, Health & Libraries Broadband Coalition (SHLB), will keep ARUESD informed of any FCC/USAC/SLD policies or issues that will impact the school district.
- Leverage FCC, USAC/SLD, SHLB, and E-MPA relationships to advocate on behalf of ARUESD.

8. E-RATE DOCUMENTATION MANAGEMENT

The Federal Communications Commission (FCC) requires that program participants retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt, and delivery of services receiving schools and libraries discounts. Schools, libraries, and service providers are subject to both random audits and to other audits (or investigations) to examine an entity's compliance with the statute and the Commission's rules initiated at the discretion of the Commission, USAC, or another authorized governmental oversight body.

The FCC adopted the E-rate Modernization Order on July 11, 2014, extending the document retention period to 10 years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request.

ETF will use ErateSync™, our cloud-based E-rate document management system, to manage Alum Rock Union Elementary School District's E-rate records and help ARUESD stay compliant with program rules. An annual subscription to ErateSync™Premium Plan is included with our services.

- The ETF Account Manager is responsible for uploading, managing, and retrieving documentation received during all phases of the Application process including files required from the competitive bidding process as well as data received from ARUESD, vendors, and USAC. Documentation will be uploaded within 24 hours of receipt into our online, secure documentation storage and retention program, ErateSync™.
- The Account Manager will prepare reports monthly and upon request of documents stored for ARUESD staff. Reports will indicate: name of documents, native format, origination source, date uploaded into system and by whom, and applicable FCC/USAC category to which the document aligns.
- Access to documentation stored in ErateSync™ is available to ARUESD staff as needed. ETF has a staff member who is responsible for providing training and technical support to ARUESD for ErateSync™.
- Annually, around November, the ETF Account Manager will prepare a flash drive of all documentation stored for the System to have for posterity.

Documentation Audit and Data Migration Prior Years (Optional)

- As an optional service, ETF will perform a documentation compliance review of all Category 1 and Category 2 Services records for prior funding years.

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

10.4

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: July 31, 2025

Subject: **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Support Information: The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated July 31, 2025.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees accept the following memorandum(s) of understanding. MOU details are on file in the Purchasing Office.

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

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

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

Recommend Approval

10.4
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

MEMORANDUM(S) OF UNDERSTANDING

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Dr. Tara Bickford	08/01/2025- 06/30/2026	Real Options	Not Applicable	Real Options will provide 6th grade students with skills establishing healthy relationships and strengthening personal character qualities. There will be a minimum of 10 classroom periods (either virtual or in person) for the 2025-2026 school year. Funding: Not Applicable
Student Support Services Dr. Kiela Jimenez	08/01/2025- 06/30/2026	Social Services Agency – DFCS	Not Applicable	The County's Differential Response Program will refer eligible students from identified school sites district-wide to receive services under the program. The program provides the safest, most appropriate, and least restrictive evidence-based interventions to prevent child abuse. Funding: Not Applicable

Docusign Envelope ID: EE534F22-5809-41A7-94A2-62A39E147E54

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 23130

Academic Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absence of negotiated agreement.*

Name of Individual/Company: Real Options

Address: 1671 The Alameda Suite 101 City: _____ State: _____ Zip: _____

Phone: (408) 209-7044 Email: charmaine@realoptions.net

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 1,2025 end date June 30,2026

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

RealOptions will provide 6th grade students with skills establishing healthy relationships and strengthening personal character qualities. There will be a minimum of 10 classroom periods (either virtual or in person) for the 2025-2026 school year.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ Zero Cost

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	1000	000000	305	7221	Zero	M.D 7/22/25

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Tara Bob-Williams Date: 7/22/25

Director of Fiscal Services: _____ Date: 7/22/25

Asst. Supt., of Business Services: L Day Date: 7/22/25

Superintendent: _____ Date: _____

Docusign Envelope ID: EE534F22-5809-41A7-94A2-62A39E147E54

RealTalk by RealOptions

Program Site Agreement

Introduction

The purpose of this document is to provide terms and conditions for utilization of the RealOptions RealTalk Program **for 6th grade students**. This site agreement is effective the date signed through 06/30/2026 or until either party cancels the agreement in writing, given a 45-day notice.

Terms and Conditions

Alum Rock Union School District agrees to the following:

- RealOptions (RO) teaches ***Real Essentials Starting Point*** and/or ***Real Essentials Advance*** curriculum. Commits to providing a minimum of **10** classroom periods (either virtual or in person) to implement and complete ***Real Essentials*** curriculum.
- Understands that program participants will receive relationship education services as well as skills to avoid youth risk behaviors.
- Understands that the use of the ***Real Essentials Starting Point*** and/or ***Real Essentials Advance*** does not in any way hold **RealOptions** liable for any legal claims made against your specific establishment or program.
- Agree to site visits (either virtual or in person) from **RealOptions** staff or their evaluator for the purpose of quality control and maintaining consistent levels of services.
- Understands that the RealTalk program/Title V/SRAE is a part of a federally funded program. As such, youth will be asked to complete brief, confidential, anonymous entry and exit surveys to measure outcomes. We also administer the needs assessment survey to help resource students with other helpful community organizations.
- Surveys are voluntary; if necessary, parental/caregiver permission will be secured prior to participating in this performance measurement component. Students will be informed of their right to opt-out of the survey if they do not wish to participate in these survey evaluations.
- As needed, your establishment will assist project staff in securing permission from parents/caregivers for youth to participate in the program unless permission slips are not required by the school site.
- Assist in scheduling parent/caregiver orientations and workshops offered to resource parents/caregivers and to explore what students are learning. Additionally, these sessions will help parents/caregivers to continue these conversations with their students outside of school.

RealOptions
OBRIA MEDICAL CLINICS
Charmaine Williams | Director of Education | (408)209-7044 | charmaine@realoptions.net
Valerie Navarrete | Senior Director of Community Outreach | (408)642-7492 | valerien@realoptions.net
1671 The Alameda Suite 101
San Jose, CA 95126

Docusign Envelope ID: EE534F22-5809-41A7-94A2-62A39E147E54

RealTalk by RealOptions
Program Site Agreement

- Parental Permission/Communication by Site (check one):
  - ☒ Site Representative confirms parental/caregiver permission is not required to add the RealTalk program offerings, including administration of the RealTalk entry and exit survey.
  - ☐ Site Representative confirms that their site will require parental/caregiver permission for youth to participate in the RealTalk program and will secure permission for youth to participate in the program to include offering the RealTalk entry and exit survey.
- Agree to the collection of participant demographic information from surveys, which **RealOptions** will store in a secure database under restricted access policies.
- Will obtain written consent from **RealOptions** before publishing any data pertaining to the project and/or its participants.

RealOptions agrees to the following:

- Will effectively deliver program curriculum and services for participants.
- Provide professionally trained educators who are abiding by CDC regulations as recommended for said site, fingerprinted, background checked, and TB tested in order to deliver the curriculum and services to participants.
- Ensure activities to youth are age appropriate, trauma-informed, medically accurate, inclusive, promote cultural sensitivity, and enforce anti-harassment protocols.
- Maintain anonymity and confidentiality of student information as described in this document.

RealOptions
OBRIA MEDICAL CLINICS
Charmaine Williams | Director of Education | (408)209-7044 | charmaine@realoptions.net
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Navarrete | Senior Director of Community Outreach | (408)642-7492 | valerien@realoptions.net 1671
The Alameda Suite 101
San Jose, CA 95126

RealTalk by RealOptions

PROGRAM SITE AGREEMENT

As a site that agrees to implement the RealTalk program, I provide assurance that the site will provide physical space for programming or virtual access to youth for a minimum of **10** classroom periods per cohort of youth enrolled in the program. I agree to and will abide by the terms and conditions stated above.

German Cerda
Print Name ***(School/Site Representative)***

Signature ***(School/Site Representative)***

Superintendent
Title ***(School/Site Representative)***

Date

As a RealTalk provider, we agree to implement the RealTalk program providing assurance to teach according to program requirements and execute a minimum of **10** classroom periods of the RealTalk curriculum per cohort of enrolled program youth. We will abide by the terms and conditions stated above.

Charmaine Williams
Print Name ***(Education Manager or Director)***

DocuSigned by:
Charmaine Williams
3DE59844BCE54B1...
Signature ***(Education Manager or Director)***

RealOptions
Organization

7/15/2025
Date

RealOptions
OBRIA MEDICAL CLINICS

Charmaine Williams | Director of Education | (408)209-7044 | charmaine@realoptions.net Valerie Navarrete | Senior Director of Community Outreach | (408)642-7492 | valerien@realoptions.net 1671
The Alameda Suite 101
San Jose, CA 95126

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 11532

Student Support Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absence of negotiated agreement.*

Name of Individual/Company: Social Services Agency - DFCS

Address: 353 West Julian St City: San Jose State: CA Zip: 95110

Phone: (408) 2636-7117 Email: nancy.tran01@ssa.sccgov.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 31, 2025 end date June 30, 2030

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

The County's Differential Response Program will refer eligible students from identified school sites district-wide to receive services under the program. The program provides the safest, most appropriate, and least restrictive evidence-based interventions to prevent child abuse.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

__X__ b. **Other:** $ No cost to District

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	3130	000000	340	7221	No Cost	

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 7/8/25

Director of Fiscal Services: _____ Date: 7/22/25

Asst. Supt., of Business Services: _____ Date: 7/22/25

Superintendent: _____ Date: _____

CONTRACTOR: Alum Rock Union School District
PROGRAM NAME: Differential Response Prevention Pathway Referral Program

1. **PURPOSE**

This is a no-cost Memorandum of Understanding (MOU) between the County of Santa Clara (County), by and through the Social Services Agency (SSA) and the CONTRACTOR. This MOU pertains to a collaborative endeavor between the County and CONTRACTOR to make Differential Response (DR) Program services available to students at CONTRACTOR. This collaboration is aimed at providing children and their families with most appropriate, and least restrictive evidence-based interventions to prevent child abuse and/or neglect. Services shall be provided by organizations under contract with County. This MOU states the specific responsibilities of each party.

2. **TERM OF CONTRACT**

The term begins upon execution of the contract and expires on June 30, 2030, unless terminated earlier or otherwise amended.

3. **PROGRAM OVERVIEW**

a. Differential Response (DR) Program is a coordinated partnership between the County of Santa Clara, Department of Family and Children's Services (DFCS), the Behavioral Health Services Department (BHSD), contracted community-based providers, and school districts.
b. The DR Program is a preventative strategy by the Department of Family & Children's Services (DFCS) Program (DFCS) Prevention Bureau that seeks to provide the safest, most appropriate, least restrictive and least intrusive intervention to prevent abuse and/or neglect issues from developing.
c. The Differential Response (DR) Program's focus is on addressing risk factors, reducing stressors, meeting immediate needs, and enhancing family resilience. By focusing promoting family stabilization and growth, the program aims to prevent abuse and neglect and ultimately improve the well-being of children and families' protective capacities in Santa Clara County.
d. The DR Program is focused on providing essential services and support to children in Santa Clara County to ensure their safety, health and overall well-being. Grounded in the Integrated Core Practice Model (ICPM), it emphasizes key behaviors and principles such as valuing the voice and choice of families, promoting engagement, fostering collaboration and partnership with families, and adopting a trauma-informed and healing-centered approach. These guiding principles are essential for creating a supportive and empowering environment for both children and their families. By incorporating trauma-informed practices and prioritizing the voices and choices of families, the program can better address the unique needs of each child and work towards promoting their overall well-being. Collaboration and partnership with families, partners and community at large also ensures that interventions are tailored to their specific circumstances and preferences, fostering a more effective and sustainable support system.
e. DR services are voluntary, collaborative, confidential, individualized assessment-focused, service-oriented, short-term (intended to be short term for an average of 6 months with the opportunity to extend the client's stay in services if deemed necessary to complete their Case Plan goals), permanency-focused, child-focused, and family-centered.
f. DR services are intended for families that have child(ren) between the ages of 0-17 and reside in Santa Clara County. Child(ren) who are Medi-Cal eligible, have private commercial insurance or have no medical insurance are able to receive services.
g. Depending on the child's age, maturational level, culture, family values and structure,

developmental stage, cognitive functioning and physical health the interventions selected will address the immediate crisis in the effort to avoid escalation that requires child welfare involvement. DR services may be intensive or non-intensive depending on the needs of the child(ren).

h. CONTRACTOR will benefit directly from the DR Prevention Pathway because services are offered to CONTRACTOR families who have been identified to be at risk but have NO involvement with the Santa Clara County child welfare system. Some factors that place children at risk of child abuse/neglect may include but are not limited to poverty, chronic school absenteeism, homelessness, substance abuse and/or domestic violence. The DR Prevention Pathway focuses on providing community-based services and supports to families who may be at risk of being referred/reported to the Santa Clara County child welfare system but have no current involvement (i.e. no pending report to the Child Abuse & Neglect Center (CANC), no pending child abuse investigation and/or open child welfare voluntary or court mandated case). Participation in Prevention services is voluntary, and families may refuse services at any time.

4. PROGRAM GOALS

The DR Prevention Pathway program intends to achieve the following outcomes:

a. Address the needs of families who are at risk of entering the DFCS system by connecting them to supportive community-based services prior to coming to the attention of DFCS;
b. Support families to enable child safety in the family home with community supports and services;
c. Identify and advocate for culturally sensitive services, supports, practices and traditions to meet the family's needs;
d. Increase positive family engagement, involvement, and experience of care;
e. Increase safety and protection of the most vulnerable children;
f. Increase family and community understanding and commitment to the protection of children;
g. Build a supportive relationship between the family and their community to enhance their understanding and utilization of community supports and resources;
h. Reduce the likelihood that a family will have a child enter into the child welfare system through a multi-faceted approach that addresses issues and strengthens families;
i. Promote fairness and equity for all families by addressing systemic barriers and disparities that affect access to resources and supports;
j. Address the needs of adopted children and children in legal guardianship who are at risk of re-entry into the child welfare system by stabilizing the family and maintain permanency;
k. Increase natural networks of supportive relationships to promote stability, resiliency and well-being of children and their families;
l. Reduce/prevent incarceration/Juvenile Justice involvement;
m. Engage children, youth, and families who present with complex risk factors including substance abuse, community violence, interpersonal family violence, general neglect, and exposure to trauma through a holistic and trauma-informed approach;
n. Reduce psycho-social impact of trauma across generations by addressing the needs of the child(ren);
o. Increase coping strategies that promote meaningful use of time and capabilities in school, work, and activities that empower children and families to develop skills and access resources that bring fulfillment to their lives;
p. Increase school engagement, attendance, and achievement by addressing underlying factors contributing to disengagement by providing support to students;

q. Prevent/reduce out of home placements, such as child welfare involvement, multiple foster care placements, residential care due to legal or behavioral concerns, and incarceration;
r. Reduce homelessness and increase safe and permanent housing;
s. Provide services to promote child and family safety and well-being;
t. Increase natural networks of supportive relationships to promote stability, resiliency and well-being of children and their families;
u. Address systemic disproportionality by addressing social determinants of disparities experienced by children and their families.

5. **PROGRAM SERVICE PROVIDERS**

The COUNTY contracts with the following for DR Prevention Pathway providers - Seneca Family of Agencies, Gardner Health Network, Rebekah Children's Services and Pacific Clinics.

6. **DEPARTMENT OF FAMILY AND CHILDREN'S SERVICES RESPONSIBILITIES**

a. Referrals Criteria - The DFCS DR Program Monitor will work closely with a CONTRACTOR designee to identify appropriate referrals that meets two or more of the following agreed upon student criteria and risk factors below:
   i. Family resides in Santa Clara County with a child(ren) ages 0-17 (this criterion must be met). Children who participate in the DR Prevention Pathway will be CONTRACTOR students or their siblings.
   ii. Family has no current involvement with the child welfare system (this criterion must be met and will be verified by the Program Monitor).
   iii. Student identified as chronically absent from school or truant.
   iv. Student identified to display ongoing behavioral outbursts that impact their learning.
   v. Students identified to be disengaged from school as evidenced by their lack of academic achievement.
   vi. Parents or caregivers who are disengaged from their child's school and progress.
   vii. Designated as homeless or enrolled in the McKinney-Vento Program.
   viii. Family is identified to be struggling with issues related to substance abuse, domestic violence, chronic high stress, or to have experienced trauma.
   ix. Families struggling with mental health concerns such as but not limited to depression, anxiety and/or history of self-harm behavior/thoughts. Children who are experiencing physical, social, behavioral and emotional distress and in need of mental health services.
   x. Not currently receiving, or better served by, behavioral health services from another program [i.e. School Linked Services (SLS), Outpatient Mental Health (OP), Prevention & Early Intervention (PEI) etc.].
b. Upon receiving a formal referral from CONTRACTOR, the DR Program Monitor will review the referral for coordination of services. If DR referral criteria is met, the referral is assigned to a DR provider that can best meet the unique needs of the client and family.
c. Referrals with approved verbal or written consent from the parents or legal guardians will be assigned to the County's DR provider within 10 business days of the receipt of the referral by the DR Program Monitor. The referral will contain the family's information along with a summary of the family's needs and the signed consent by the parent or legal caretaker.
d. Referrals will be managed through the DR database, Families Engaging in New Interventions and Community Services (FENICS) and distributed to DR provider. The DR provider shall collect various levels of data and input information into the FENICS database.

e. The DR provider will make the initial contact with families within 3 days from the time the agency receives the referral. The initial contact can include various methods such as but not limited to phone calls, in person visits, warm handoffs with the referent, text, email, and/or announced or unannounced home visits. The DR provider is to use different methods of contact to engage families. The provider is to make a minimum of 4 contact attempts on different days and times with the family for purposes of engaging the family in services prior to closing the referral. The DR provider will allow 48 hours for the family to respond to their outreach effort. If unable to contact the family, the DR provider is to loop back with the referent to ask for assistance in engaging the family. DR services are to be provided in the home as well as in other community settings. The provider staff may also meet with clients and their families at CONTRACTOR school sites or via phone and telehealth.

f. DFCS DR Program Monitor shall ensure that all staff of the DR provider assigned to have direct contact with the referred children comply with the following requirements:
   i. Undergo background clearance and Live Scan and results thereof must be favorable;
   ii. Submit to an examination by a physician or surgeon, within 60 days of execution of this agreement, or if previous contractor to CONTRACTOR, within the last four years, and each such person is free of active tuberculosis. The DR provider shall complete the attached Exhibit B: Tuberculosis Clearance of this agreement; and
   iii. Undergo and clear the Diana Screen to keep the children and teens safe from any sexual abuse and sexual boundary violations.

g. Feedback regarding engagement to the referent, CONTRACTOR, and DR Program Monitor will be via written email.

h. DFCS will provide quarterly data reports to CONTRACTOR summarizing number of clients referred, declined, clients closed as a referral, case openings, services provided and case closure outcomes. It will be the responsibility of the DR provider to provide school specific data to the principal of each school site or school district liaison.

i. Referrals to the DR Prevention Program shall not be made in lieu of making a mandated suspected child abuse or neglect report to the Child Abuse and Neglect Center (CANC) at (833) SCC-KIDS or law enforcement, consistent with the provisions of the Child Abuse and Neglect Reporting Act [Penal Code 11164-1174.3].

7. **CONTRACTOR RESPONSIBILITIES**

a. Identify children and their families from CONTRACTOR schools as identified by DFCS in collaboration with CONTRACTOR, that meet the above eligibility criteria and utilize Multi-tiered System of Supports (MTSS) framework when submitting a referral to DR services.

b. Complete the DR Referral form, obtain verbal or written consent from the parent/legal guardian and submit to the DR Coordinator via secure email or fax.

c. CONTRACTOR will provide families with a written consent form in their preferred language, translated in Spanish, English and Vietnamese. The written consent discloses that the parent and or guardian gives consent to the DFCS to forward their information to a DR provider for the purpose of receiving DR services as well as information regarding data to be shared between CONTRACTOR and the DFCS. See letter h.

d. CONTRACTOR is to schedule collaborative meetings between CONTRACTOR representative and the DFCS to discuss program progress, operational processes and program improvements.

e. CONTRACTOR will utilize a Multi-tiered System of Supports (MTSS), a continuum of services and supports organized across three tiers of intervention to ensure that all services are accessible to all students and tailored for their academic, behavioral and social success and other specific

needs. Services may be delivered by school staff, through on-site contracted organizations and external referrals.

- Tier 1: Universal, prevention services for all students to promote wellness and a healthy school climate. Examples of Tier 1 services include social emotional learning and resilience building, coping skill development, violence prevention, mental health awareness outreach and education.
- Tier 2: Targeted (selective) services for some children at risk and/or showing signs and symptoms of developing mental health needs. Examples of Tier 2 services include screening, assessment, referrals and interventions such as brief individual or group counseling and other supports.
- Tier 3: Intensive (indicative) services for few students with greater mental health needs. Students who have more serious emotional and behavioral challenges or a diagnosed mental health condition receive tailored individualized linkages and referrals for long-term behavioral health services. This includes individual, family, or group therapy, crisis assessment and triage, wrap around service planning, and case management.

f. CONTRACTOR will create brochures and/or pamphlets in collaboration with the DFCS and make them available to inform families in English/Spanish/Vietnamese and any other threshold languages about the availability of DR services and the assistance provided to families through these services. Brochures and pamphlets should be revised as needed to ensure information is accurate and up to date, including contact information, website, hours, and operation of services.

g. CONTRACTOR will complete an assessment of the child to determine DR eligibility based on the appropriate level of care needed based on the child's individual needs utilizing an evidenced-informed assessment tool co-created by CONTRACTOR and DFCS.

8. CRITICAL INCIDENT REPORTING PROVISION

a. CONTRACTOR shall report and document all major and/or sensitive incidents ("critical incidents") to COUNTY pursuant to the procedures and timing outlined below. COUNTY, in its sole discretion, may require CONTRACTOR to conduct all necessary follow-up after reporting critical incidents. If there is any doubt about whether an incident should be reported, the default shall be for CONTRACTOR to report the incident to COUNTY.

b. A "critical incident" generally refers to an unanticipated and unusual event or occurrence which (1) impacts or poses a risk to the health or safety of the participants, if any, and/or CONTRACTOR's staff; or (2) represents a significant deviation from the standard of care for the participants, if any, served by CONTRACTOR. Critical incidents may include, but are not limited to the following allegations and/or events:

i. Boundary violation (*e.g.*, inappropriate contact/communication/or other interaction between a service provider and participants, if any, served by CONTRACTOR).
ii. Sexual assault or misconduct.
iii. Physical, psychological, or emotional abuse or neglect.
iv. Attempted suicide.
v. Death.
vi. Serious injury or death related to the services provided under the contract.
vii. Serious injury or death of any person on property owned, leased, or operated by CONTRACTOR, including but not limited to facilities, parks, sidewalks, roads, and parks.

viii. Serious damage to the property of another related to the services provided by CONTRACTOR under this Agreement.

ix. Event requiring significant medical intervention (*e.g.*, emergency medical services, inpatient stay, complications from psychotropic medication regimen, overdose, involuntary psychiatric hold § 5150).

x. Notice that the District Attorney's Office will or has filed a criminal charge against participants and their child(ren), if any, served by CONTRACTOR.

xi. Notice that the District Attorney's Office will or has filed a criminal charge against any staff member of CONTRACTOR.

xii. Use of or possession of a weapon by participants and their child(ren), if any, served by CONTRACTOR or by CONTRACTOR's staff.

xiii. Any phone calls made to 911 or law enforcement.

xiv. Criminal conduct involving CONTRACTOR personnel.

xv. Any other incident outside the realm of normal events that may have an adverse effect on the client, or the integrity and operation of the program.

xvi. Any event that has a significant possibility of resulting in a claim or lawsuit against CONTRACTOR that is related to this Agreement.

xvii. Any event that has a possibility of receiving public or media attention.

c. When CONTRACTOR, or an employee or agent of CONTRACTOR, knows or has reason to believe that a critical incident has occurred or may have occurred, CONTRACTOR must notify DFCS Program Monitor as soon as possible but no later than twenty-four (24) hours from when the incident occurred. Consistent with federal and state laws and grant requirements, CONTRACTOR must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a CONTRACTOR staff member who can answer questions regarding the incident; an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; the names and job titles of CONTRACTOR personnel involved in the incident; and a description of any action taken in response to the incident.

9. CONTRACT REPRESENTATIVES

a. CONTRACTOR designates, Superintendent, as CONTRACTOR's representative for the purpose of performing the services as required by this MOU. Unless otherwise indicated in writing, the above names person has the primary authority and responsibility to carry out this MOU.

b. COUNTY designates DFCS Prevention Bureau Manager, or designee, as the representative for the purpose of managing the services performed pursuant to this MOU.

10. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States postal Service, postage prepaid with return receipt requested and addressed as follows:

a. To COUNTY: Social Services Agency
Office of Contracts Management
333 W. Julian Street
San Jose, California 95110-2335

b. To CONTRACTOR: Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127

11. **COUNTY'S CONTRACT TRANSITION PROCESS**

CONTRACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles.

10.5

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: July 20, 2025

Subject: **Current Enrollment**

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Not Applicable

INFORMATION ONLY

Submitted by: Germán Cerda Title: Superintendent

To the Board of Trustees: Meeting: July 31, 2025
Regular Board Meeting

INFORMATION ONLY

10.5
Agenda Placement

Germán Cerda, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Jul 22, 2025 4:34:16 PM

School	TK	00	01	02	03	04	05	06	07	08	Total W/O SDC	SDC	Total W/ SDC	PK	TTL W/ SDC & PK
Adelante 1 K-8	49	47	67	55	57	50	67	52	56	49	549	0	549	0	549
Adelante 2 K-8	20	51	44	42	49	45	49	44	44	32	420	0	420	0	420
Aptitud K-8	29	50	76	58	66	70	85	0	0	0	434	37	471	0	471
Hubbard K-8	33	66	79	79	79	103	90	0	0	0	529	34	563	4	567
Linda Vista ES	34	71	79	85	82	99	99	0	0	0	549	42	591	0	591
LUCHA ES	8	28	28	33	35	29	31	0	0	0	192	1	193	7	200
Lyndale ES	27	42	45	37	59	52	52	0	0	0	314	1	315	24	339
McCollam ES	28	35	41	58	51	54	59	0	0	0	326	35	361	2	363
Painter ES	72	77	54	69	53	59	50	0	0	0	434	14	448	0	448
Russo McEntee ES	18	43	38	46	48	48	49	0	0	0	290	33	323	1	324
Ryan ES	16	21	35	32	24	44	45	0	0	0	217	30	247	0	247
San Antonio ES	37	57	53	55	60	52	51	0	0	0	365	0	365	0	365
Ocala MS	0	0	0	0	0	0	0	227	239	314	780	9	789	0	789
Renaissance 2 MS	0	0	0	0	0	0	0	145	147	159	451	24	475	0	475
Sheppard MS	0	0	0	0	0	0	0	276	257	264	797	17	814	0	814
	371	**588**	**639**	**649**	**663**	**705**	**727**	**744**	**743**	**818**	**6647**	**277**	**6924**	**38**	**6962**