ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
November 6, 2025

3.1

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: October 29, 2025

Subject: Ocala Cross Country Team Recognition

Support Information: The Ocala Cross Country Team received an award at the East Side Athletic League Section Championship in Cross Country.

Recognition

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: November 6, 2025
Regular Board Meeting

Recognition Only

3.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

3.2

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: October 29, 2025

Subject: Adelante I Band Teacher Award Recognition.

Support Information: Angel Ortega received an Arts Leadership Award from the Santa Clara County Office of Education.

Recognition

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees:

Meeting: November 6, 2025
Regular Board Meeting

Recognition Only

3.2
Agenda Placement

Sandra Garcia, Interim 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: October 29, 2025

Subject: **Approve Relating to the naming of the Multi-Purpose Gym for Horace Cureton.**

Recommended Action: It is the recommendation of the Interim Superintendent that the Board Of Trustees approve Resolution No. 28-25/26 Relating to the naming Of the Multi-Purpose Gym for Horace Cureton.

Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: November 6, 2025
Regular Board Meeting

Recommend Approval

5.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution of the Board of Trustees Of The
Alum Rock Union Elementary School District
Relating to the Naming of the New Multi-Purpose Gym for Horace Cureton

RESOLUTION # 28-25/26

WHEREAS, the District recently approved the purchase of the buildings of the former Downtown College Prep middle school site adjacent to Ocala Middle School and located at 2888 Ocala Avenue, San Jose, CA 95148; and

WHEREAS, the school consolidation plan passed on December 2nd, 2024, includes the closure of schools whose namesakes made great contributions to the Alum Rock community; and

WHEREAS, the District finds it prudently necessary to find ways to continue honoring the legacy of those who built up the schools in Alum Rock; and

WHEREAS, the District also wishes to preserve the record of its children's achievements and ensure its continued public visibility; and

WHEREAS, the District also wishes to commemorate the opening of the first multi-purpose gymnasium in Alum Rock Schools, which will be housed as Ocala Middle School; and

BE IT RESOLVED THAT, the Board of Trustees of the Alum Rock Union Elementary School District, hereby names the new multi-purpose gymnasium at Ocala Middle School for Horace Cureton in honor of his role in the founding of the Alum Rock Union Elementary School District, the construction of Pala School in 1938, and the expansion of the district's school system

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on November 6th, 2025, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

_____
Minh Pham, Board Clerk

Docusign Envelope ID: 06F9B5A3-8F45-4486-982F-FC7EFA981ED2

6.1

ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: Date: October 28, 2025

Subject: **Workforce Housing Project**
Design-Build Firm Presentations and Staff Presentation and Recommendation

Support Information:

On June 26, 2025, the Board approved the selection of the three (3) firms. The firms Short-Listed through the Request for Proposals (RFP) process for Design-Build Services for the Workforce Housing Project are:

- **J.H. Fitzmaurice + HKIT**
- **Cahill + PYATOK**
- **CORE Builders + Steinberg Hart**

Following the Board's approval, District staff scheduled presentations and interviews with each firm on October 2 and 6, 2025. These sessions provided an opportunity to review and score proposed approaches, design concepts, and team qualifications based on the RFP scoring criteria and weighting matrix using the best value selection method.

The three teams will each separately present their proposals to the Board. Following that, Education Housing Partners, the consultant for the Workforce Housing Project, will provide a presentation of the review, evaluation and scoring process and a recommendation for the top ranked Design/Build teams to the Governing Board, including the basis for the ranking based on the evaluation criteria in the RFP.

Following the presentations and staff recommendation the Board may then make a motion to either take action to proceed with contract negotiations with the recommended Design/Builder firm or defer selection to another Governing Board meeting. If the Governing Board is ready to make a selection after the presentations, then the Board may then take an action on the staff recommendation.

Once the Board selects a Design-Build team, District staff will then negotiate the contract provided in the RFP with the selected Design/Build team. Once that agreement is finalized it will come back to the Board for final approval. If the District and Design/Build team are unable to reach an agreement on the contract terms, the District has reserved the right to negotiate with the next ranked Design-Build team or reject all proposals and re-start the procurement process.

Per the Education Code, the Governing Board must announce its award of the contract, if at all, to the responsible Design/Builder along with a statement regarding the basis of award (i.e. best value).

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees, after considering the presentations of the Design-Build firms and the staff presentation and recommendation, approve a Design-Build firm for the Workforce Housing Project and authorize staff to enter into contract negotiations with the selected firm, which contract shall be subject to Board approval at a subsequent open Board meeting.

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

To the Board of Trustees: Meeting: November 6, 2025
Regular Board Meeting

Recommend Approval

6.1
Agenda Placement

Signed by:
Sandra Garcia
10E8D8C88D574F8...
Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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: October 23, 2025

Subject: **Resolution #27-25/26**
Merging Bond Oversight Committee Establishment & Bylaws
Under Measure I and Measure S

Support Information: On March 23, 2013, the Board of Trustees approved the merger of the Citizens' Oversight Committees for Measure G and Measure J.

With the passage of Measure I on June 7, 2016 and Measure S on November 8, 2022 district staff is now recommending that the Board of Trustees take action to merge the Citizens' Oversight Committee for Measure I and Measure S.

This merger will streamline oversight processes and ensure compliance with applicable state laws governing school bond measures, as outlined in Section 15278 of the California Education Code.

Fiscal Impact: No

Budgeted: No

Budget Source: None

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve Resolution #27-25/26, establishing the merger of the Citizens' Oversight Committee for Measure I and Measure S, and adopt the accompanying bylaws in compliance with Section 15278 of the California Education Code.

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

To the Board of Trustees: Meeting: November 06, 2025
Regular Board Meeting

Recommend Approval

7.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 27-25/26

RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT APPOINTING EXISTING CITIZENS' OVERSIGHT COMMITTEE TO OVERSEE MEASURE I AND MEASURE S

WHEREAS, the Board of Trustees ("Board") is the governing board of the Alum Rock Union Elementary School District (the "District"), a public school district organized and operated relative to the laws of the State of California ("State");

WHEREAS, on June 3, 2008, 55% or more of the qualified voters of the District voting on the measure authorized the issuance by the District of not to exceed $179,000,000 aggregate principal amount of general obligation bonds ("Measure G"), which authorization was thereafter canvassed and certified as required by law;

WHEREAS, on November 6, 2012, 55% or more of the qualified voters of the District voting on the measure authorized the issuance by the District of not to exceed $125,000,000 aggregate principal amount of general obligation bonds ("Measure J"), which authorization was thereafter canvassed and certified as required by law;

WHEREAS, on June 7, 2016, 55% or more of the qualified voters of the District voting on the measure authorized the issuance by the District of not to exceed $139,999,671.60 aggregate principal amount of general obligation bonds ("Measure I"), which authorization was thereafter canvassed and certified as required by law;

WHEREAS, on November 8, 2022, 55% or more of the qualified voters of the District voting on the measure authorized the issuance by the District of not to exceed $71,500,000 aggregate principal amount of general obligation bonds ("Measure S"), which authorization was thereafter canvassed and certified as required by law;

WHEREAS, the Education Code of the State requires, upon approval of a bond measure pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution, commonly referred to as "Proposition 39," the establishment and appointment of members to a Citizens' Oversight Committee ("Committee");

WHEREAS, Measure G, Measure J, Measure I and Measure S (each a "Measure" and collectively, the "Measures") were each approved pursuant to the provisions of Proposition 39;

WHEREAS, the District formed a Committee after the passage of Measure G, and subsequently consolidated it with both Measure J and Measure I, which Committee continues to exist until all Measure G, Measure J and Measure I proceeds have been spent;

WHEREAS, all proceeds of general obligation bonds issued under Measure G and Measure J have been spent, the remaining authorization under Measure G was reauthorized by voters under Measure I, and the remaining authorization under Measure J was reauthorized by voters under Measure S; and

WHEREAS, because the expenditure of Measure S proceeds will overlap for an initial period of time with the conclusion of Measure I proceed expenditure, the Board finds that it is in the best interest of the District and most administratively efficient to consolidate oversight of all Measures under one Committee, and to appoint existing members of the Committee to oversee Measure I.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are hereby incorporated by this reference.

Section 2. The Board hereby confirms that the Committee shall continue overseeing the expenditure of Measure I proceeds and shall be appointed to oversee the expenditure of Measure S proceeds. Upon the expenditure of all bond proceeds for a Measure and issuance of the final Committee report for such Measure, the Committee shall cease its activities relative to such Measure but shall continue as the Committee for the other active Measures without further action by the Board.

Section 3. The Board hereby authorizes the Superintendent, or the Superintendent's designee, to advertise for and solicit candidates for consideration of appointment or re-appointment and to fill all current vacancies on the Committee, if any. Candidates recommended for re-appointment and new appointment to the Committee shall be brought forward to the Board for approval.

Section 4. The purpose of the Committee shall be to review and inform the public regarding the expenditure of proceeds of the Measures, in accordance with the law and as described in Board policy and regulation. The Bylaws attached hereto as Exhibit A shall serve as the Bylaws for the consolidated Committee hereby created, and shall supersede all previous bylaws of the Measure G, Measure J or Measure I committees.

Section 5. The provisions and terms of this Resolution shall be effective upon adoption.

PASSED AND ADOPTED this 6th day of November, 2025, by the following vote:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: _____
Board President

ATTEST:

By: _____
Clerk of the Board of Trustees

EXHIBIT A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE

BYLAWS

ARTICLE I

Name

The name of this Committee shall be Citizens' Bond Oversight Committee - Measures I & S (the "CBOC").

ARTICLE II

Definitions

Section 1. Terms.

The following terms are defined in order to avoid the use of needlessly repetitive language, to provide clarity in understanding, and to address differences in terms that may be used in the parliamentary authority.

A. **District**. Alum Rock Union Elementary School District.

B. **Board**. Board means the governing board of the District.

C. **CBOC**. CBOC means the Citizens' Bond Oversight Committee established hereunder.

D. **Chair**. Chair means the presider at CBOC meetings. The term Chair is equivalent to the term president when used in the parliamentary authority.

E. **Code**. Code means the Strict Accountability in Local School Construction Bonds Act of 2000 as codified in sections 15264 through 15288 of the California Education Code, unless a different statute is explicitly stated.

F. **Committee**. Committee means the collective body of Members authorized to provide public oversight.

G. **Findings**. Findings mean the determinations of the Committee with respect to facts within its jurisdiction or related to its operation.

H. **Measure(s)**. Measure means the question and full text of the ordinance(s) that the voters approved at the election(s) for Measure I and Measure S.

I. **Member**. Member means an individual appointed by the Board who meets the eligibility requirements. The term Member is equivalent to the term Voting Member, unless a different meaning is required by the context.

J. **Prop 39.** Prop 39 means the full text of the proposition that amended the California constitution in November 2000. Most often Prop 39 refers to the amendment as it pertains to Article XIII-A.

K. **Resolution**. Resolution means the findings and action of the Board that placed the related Measure on the ballot.

L. **Year**. Year means the same period adopted by the Board for the annual audits required by Prop 39. (July 1 - June 30)

ARTICLE III

Object and Establishment

The purpose of the Committee is to inform the public concerning the expenditure of bond revenues authorized by the Measures. The Committee is authorized by and governed by the Code to this purpose. The methods to achieve this goal are outlined in these Bylaws.

- The Alum Rock Union Elementary School District (the "District") was successful at the election conducted on June 3, 2008, (the "2008 Election") in obtaining authorization from the District's voters to issue up to $179,000,000 aggregate principal amount of the District's school facilities bond ("Measure G"). A Bond Oversight Committee for Measure G was previously established (the "Measure G Committee"). Measure G was closed out and replaced by Measure I (defined below) in 2016 and there remains no remaining authority to issue bonds under Measure G.

- The District was successful at the election conducted on November 6, 2012, (the "2012 Election") in obtaining authorization from the District's voters to issue up to $125,000,000 aggregate principal amount of the District's school facilities bond ("Measure J"). A bond oversight committee for Measure J was established through consolidation with the Measure G Committee. Measure J was closed out and replaced by Measure S (defined below) in 2022 and there remains no remaining authority to issue bonds under Measure J.

- The District was successful at the election conducted on June 7, 2016, (the "2016 Election") in obtaining authorization from the District's voters to issue up to $139,999,671.60 aggregate principal amount of the District's school facilities bond ("Measure I"). This bond was put forth to replace the unsold balance of Measure G. A bond oversight committee for Measure I was established through consolidation with the consolidated Measure G and Measure J Committee, described above.

- The District was successful at the election conducted on November 8, 2022, (the "2022 Election") in obtaining authorization from the District's voters to issue up to $71,500,000 aggregate principal amount of the District's school facilities bond ("Measure S"). This bond was put forth to replace the unsold balance of Measure J.

- Measure I and Measure S are hereinafter referred to as the "Measures," and the 2016 Election and the 2022 Election are referred to as the "Elections." The Elections were conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq. of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is obligated to establish an Independent Citizens' Bond Oversight Committee for Measure I and Measure S in order to satisfy the accountability requirements of Prop 39.

- Pursuant to action by the Board of the District, the Independent Citizens' Bond Oversight Committee previously established for Measures G, J and I shall be reconstituted as a new Committee (the "Committee") which shall have the duties

and rights set forth in these Bylaws with oversight responsibility for Measure I and Measure S.

ARTICLE IV

Members

Section 1. **Maximum Membership**. The Board established the Committee as at least seven Members. No maximum is set.

Section 2. Membership Eligibility and Admission Procedure. The Code governs membership categories (15282(a)) and eligibility (15282(b)). Additionally, all committee members shall be residents within the District's boundaries and/or have a child enrolled in a District school. The Code has thus preempted the field with respect to the district. There is only one class of membership. The Board appoints Members to a category or at-large. A Member may not fill the role of more than one category.

Section 3. Orientation. The Committee wishes to review the process that the Board provides to orient Members who are appointed for the first time. The Committee wishes the Board to provide an independent orientation delivered by an unbiased provider at the district's expense.

Section 4. Resignation from Membership. A Member wishing to resign from the Committee shall submit the resignation in writing to the Secretary, who shall present it to the Committee for action. A resignation shall be effective when accepted by the Committee at a meeting.

Section 5. **Vacancy.** The Board is required to fill vacancies. If a change in circumstances occurs with respect to a Member's eligibility in connection with one of the five statutory categories, a vacancy exists until the Board fills the vacancy. The Committee shall make Findings if vacancies are not filled in a reasonable and timely manner.

Section 6. Member Roster. Applications for appointment to the district submitted to the district are public records. The Committee wishes to receive applications as they are received by the district. The Committee shall publish and post its roster in a manner that provides the public direct access to Members by e-mail, by telephone, and by postal mail. A Member may request in writing any or all contact information to be withheld from the roster. The roster shall include the statutory category and date of each Board appointment.

Section 7. Ethics. In addition to the statutory mandate of Code 15282(b), Members may not use membership on the Committee for the personal or political benefit of themselves, an individual, a group, a cause, or an issue without the express consent of the Committee. If any ethics issues arise, the Chair will request counsel of the CBOC independent counsel. If warranted, the committee secretary may ask the board to remove the member.

Section 8. Meeting Attendance. Members are expected to attend every regular meeting. If a Member is absent from more than half of the regular meetings scheduled in a Year or if a Member is absent from three consecutive regular meetings at any time after appointment, the Secretary shall request the Board to remove the Member for dereliction of duty.

ARTICLE V

Officers

Section 1. Officers and Duties. The Officers shall be a Chair, a Vice Chair, and a Secretary. The Officers shall have all powers and perform all duties prescribed by these bylaws and by the parliamentary authority. The Officers may not delegate their powers or duties to others.

Section 2. Nomination Procedure, Time of Elections. Members may nominate themselves. A second to a nomination is not necessary. The Committee shall elect Officers at its first regular meeting and at its last regular meeting of each Year. The Committee may fill a vacant office at any meeting when it is on the agenda.

Section 3. **Ballot Election, Term of Office, Removal from Office**. The Officers shall be elected by paper ballot to serve for one Year or until their successors are elected. The term of office shall begin at the close of the regular meeting at which the election takes place, except in the case of filling a vacancy, when the term shall begin upon election. The Members may remove Officers from office at their pleasure as prescribed by the parliamentary authority.

Section 4. Office-Holding Limitations. A Member may not hold more than one office at a time. A Member should not serve more than three consecutive Years in the same office. A partial Year of more than seven months counts as a Year.

Section 5. Resignation from Office; Vacancy. An Officer wishing to resign from the Committee shall submit a resignation in writing to the Secretary, who shall present it to the Committee for action. An Officer may resign an office without resigning as a Member. A resignation shall be effective when accepted by the Committee at a meeting.

Section 6. Additional Powers and Duties. In addition to the powers and duties set out in Section 1, the Officers shall have the powers or duties designated in this section.

A. Chair

a. *Spokesperson*. The Chair is the sole representative and spokesperson of the Committee between meetings.

b. *Ad Hoc Subcommittees*. The Chair has the power to establish ad hoc subcommittees with a specific charge. An ad hoc subcommittee terminates automatically, if it has failed to report for ninety days, unless its term is extended by the Committee.

c. *Appointments.* The Chair has the power to appoint the chair and members of standing or ad hoc subcommittees. When special or in-depth knowledge is helpful to carry out the charge of a subcommittee, the Chair may appoint individuals who are not Members as advisors to the subcommittee.

B. Vice Chair

a. *Liaison*. The Vice Chair shall act as the Committee's liaison with designated district employees or agents to effectuate the work of the Committee in its oversight role, to clarify documents received by the

Committee, to coordinate site inspections, to coordinate attendance at meetings by district employees or agents, to coordinate the placement of Committee documents on the web site, to coordinate the dissemination of Committee reports, and to coordinate other matters as directed by the Committee.

b. *Audit Subcommittee*. The Vice Chair shall Chair the Audit Subcommittee and shall coordinate with the designated district employee and the auditor with respect to the two required annual audits.

C. Secretary

a. *Member Roster*. The Secretary shall maintain the roster.

b. *Attendance*. The Secretary shall maintain an up-to-date meeting attendance record of Members.

c. *Draft Minutes*. The Secretary shall prepare, and circulate to the Members and for public posting, coordinate with district support to ensure minutes are drafted no later than ten days after the adjournment of a meeting, and sent to all Members.

ARTICLE VI

Public Meetings

Section 1. Open Meetings. Meetings are governed by the California Open Meeting Act, also known as the Ralph M. Brown Act, these bylaws, and the parliamentary authority, in that order of precedence.

Section 2. Regular Meetings. The Committee shall hold regular meetings in accordance with a schedule as the Committee may adopt or alter from time to time. In the absence of a schedule, the Chair shall designate the date, time, and location of regular meetings.

Section 3. Special Meetings. Special meetings may be called as provided in the Ralph M. Brown Act. The purpose of a special meeting shall be stated in the call to meeting.

Section 4. Quorum. A majority of the entire voting membership, inclusive of vacancies, of the Committee shall constitute a quorum.

Section 5. Agenda. The standard order of business is adopted. A Member may request the Secretary to place an item on the agenda for a future meeting. An Officer may request the Secretary to place an item on the agenda as a special or general order. The Secretary shall place items under the appropriate heading on the agenda that is publicly posted.

Section 6. Method of Notice; Time of Notice. The Chair or the Secretary shall send a reminder notice, along with a request for agenda items, not later than seven days before a meeting. Notice sent by electronic mail shall be sufficient for all purposes.

Section 7. Public and Public Comment. Meetings are open to the public. The public are all attendees who are not Members. Public comment at meetings is limited to five minutes per individual for general comment and five minutes per individual for the subject matter of each agenda item. The Committee, by majority vote, may extend the time limit for

comment. The Committee may adopt a standing rule to limit the total time allocated to public comment.

Section 8. Voting and Actions. All actions taken by the Committee shall be by a majority vote of a quorum of Members present and voting. Roll call votes are not required unless required by the Open Meeting Act or in accordance with the parliamentary authority.

ARTICLE VII

Public Records

Section 1. Public Records Act. Communications from or to a Member may be subject to public records law regardless of whether the communications pass through private accounts or devices. The Committee shall establish procedures to ensure that communications that can be readily determined to be public records are preserved. The Committee adopts the same retention rules as the Board has adopted for the district to the extent that those rules are applicable.

Section 2. Requests for Records. The Committee wishes the district to provide it, at the earliest reasonable time, with any requests for records that the district receives that relate to committee business and that may be in the control of a Member.

ARTICLE VIII

Document Review

Section 1. Scope. In order to review prospective expenditures, documents such as communications, memoranda, proposed agreements, or executed agreements are within the scope of the Committee's jurisdiction. The Committee shall establish the nature of the information pertaining to its jurisdiction that it wishes the district to provide. The Committee shall make Findings as to the manner, frequency, and adequacy of information delivered to it by the district.

Section 2. Timing of Information. In order to carry out its review authority and to protect the public's statutory remedies, the Committee wishes to receive and review information about prospective expenditures enough time in advance so as both to review the prospective expenditures and to inform the public, if the Committee finds the latter appropriate. The Committee shall make Findings as to the performance of the district in supplying the information in a timely manner.

Section 3. Expenditure Format and Detail. The Committee wishes to receive and review expenditure detail in the form of a spreadsheet or other common data format file, such as CSV, in addition to any other form in which the district may wish to present it. The Committee wishes to receive and review expenditure detail with a view toward simplicity and minimizing expense, such as that used in a checkbook reconciliation -- beginning balance, money in, money out, and ending balance along with payor or payee, transaction date, a description of the reason, and an account code for categorization. With experience, the Committee may establish a lower level of detail of expenditures.

ARTICLE IX

Reports

Section 1. Number of Reports. The Code requires the Committee to report to the public no less than once in each Year. The Committee may combine periodic reports into a single annual report.

Section 2. Dissemination of Reports. The Committee shall make Findings as to the manner, frequency, and adequacy of reporting that the Board is willing to underwrite. The Committee shall prominently feature these Findings in every report.

Section 3. Content of Reports. The Committee shall limit its reports to the areas over which it has jurisdiction. Committee reports may not be combined with or in any other way include publicity, status, or other informational or promotional material. The Committee prohibits the Board, the district, and its agents from disseminating, in any manner, opinions or characterizations of reports without the following disclaimer:

> "This is an opinion or characterization of the author and is not an endorsement by the ARUSD Citizens' Bond Oversight Committee."

The Committee shall make Findings with respect to any violations of this section.

Section 4. Notices in Reports. The Committee shall include in each report a request for the public to provide information, either publicly or confidentially, about knowledge of expenditures or practices with respect to matters over which the Committee has jurisdiction.

Section 5. Confidentiality. The Committee shall establish a procedure by which the public may provide it information in the nature of facts or tips in confidence. The Committee may use a closed session to receive confidential information.

Section 6. Appointment Process. The Committee shall make Findings about procedures, policies, and rules, or lack thereof, that the Board employs in the appointment of Members to the Committee. If the Board uses an application form, the Committee shall make Findings about the efficacy of the application, about the appropriateness of the information collected, and about the tenor or potential bias of statements on the application. The Committee shall make Findings about any criteria used in the procedures, policies, rules, or application that exceed the eligibility requirements specified in the Code or that tend to undercut the independence of the appointees.

Section 7. Findings. Whenever these bylaws specify Findings, a report shall include the most recent such Finding of its type.

ARTICLE X

Web Site

Section 1. Web Address. The Committee wishes the district to provide an Internet address for the Committee's site that is not subject to change and that is easily communicated. Such an address might be a subdomain of the district's primary web site. The preferred subdomain name is cboc, for example, cboc.arusd.org.

Section 2. Site Organization. The Committee wishes the district to provide a site that is used exclusively for the Committee's content and does not include content originated by the district, excepting navigational controls. The Committee wishes the district to provide an organizational framework that is easy to understand and capable of expanding over time. Once a link is established for individual site content, the Committee expects that the link will not be subject to change due to district web site reorganization.

Section 3. Web Content. The Committee wishes the district to update the site in a timely manner. The Committee wishes that the district will not alter, censor, or otherwise prevent the Committee's timely communications via the site.

Section 4. Findings. The Committee shall make Findings with respect to the adequacy, timeliness, ease of use, and technical support in connection with the Committee's site.

ARTICLE XI

Subcommittees

Section 1. **General**. The Committee may establish one or more subcommittees, each with a specific charge, to carry out the work of the Committee. The term "subcommittee" is used to distinguish it from the Committee itself. It means the same as the term "standing committee" in the parliamentary authority. The number of Members appointed to a subcommittee shall be no fewer than two and no more than one less than a majority of the entire voting membership. As distinguished from the parliamentary authority, a subcommittee's term is one Year.

Section 2. Audit Subcommittee. The Chair shall appoint this subcommittee no later than thirty days after the beginning of the Year. This subcommittee shall prepare or modify and then execute a plan to review the annual financial audit and the annual performance audit. This subcommittee shall recommend Findings and report to the Committee with respect to its review of the audit and the audit process within sixty days after the Committee receives the audits.

Section 3. Reports Subcommittee. The Chair shall appoint this subcommittee no later than thirty days after the beginning of the Year. At intervals to be determined by the Committee, this subcommittee shall recommend Findings and report to the Committee with respect to the review of the expenditures of bond revenues during each interval.

ARTICLE XII

Standing Rules

When the parliamentary authority is inadequate or silent on a matter of procedure, the Committee may adopt standing rules by a majority vote of a quorum of Members present and voting. A standing rule may override the parliamentary authority, but may not override these bylaws or an authority of higher precedence.

ARTICLE XIII

Parliamentary Authority

The procedure shall be determined by majority vote of the Committee at the meeting when officer elections occur. Those rules shall govern the Committee in all cases to which

they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Committee may adopt.

Suggested Options:

1. The rules contained in the current edition of Robert's Rules of Order Newly Revised

2. Rosenberg's Rules of Order

ARTICLE XIV

Amendment of Bylaws

These bylaws may be amended at any regular meeting of the Committee by a two-thirds vote, provided that the amendment has been submitted in writing at the previous regular meeting.

Revision History: Original from prior Consolidated Committee (Measures J & I), revised October 12, 2017.

Submitted for Board Approval: November 6, 2025.

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: October 23, 2025

Subject: **Approve School Sponsored Field Trips**

Support Information: Per Board Policy 6153, field trips involving out-of-county or overnight travel require Board approval. The field trips listed fall under this policy. Administrative procedures will be followed for these trips.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: **Multiple Funds**

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the out of county and overnight school sponsored field trips.

Submitted by: Dr. Kiela Jimenez Title: Director, Student Support Services

To the Board of Trustees:

Recommend Approval

8.1
Agenda Placement

Meeting: November 6, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District

Field Trip Information Sheet

Overnight Field Trips are in BOLD

Field Trips for Board Approval: November 06, 2025

School	Field Trip Event	City, and County	Date	Grade	# of classes	Estimated Cost	Budget (coding)	Purpose: (academic standard the trip supports)
Adelante I	National Steinbeck Center	Salinas, CA Monterey County	12/05/2025	7th	2	$1,200.00 Transportation $460 Admission	060-9010-0-5835-00-1110-1000-000000-280-2110	Students will visit the National Steinbeck Center after reading The Pearl, one of John Steinbeck's novels.
Adelante 1 & Adelante 2	San Francisco Zoo Performance	San Francisco	11/08/2025	6th-8th	2	$688.50 Transportation	060-6770-0-5720-00-1110-1000-000000-285-6770	Perform at the Zoo entrance. The band will perform a selected piece of music demonstrating how interpretation of the elements of music and the expressive qualities convey intent.
Russo/McEntee	Coyote Hills Wetland Wanderers	Fremont, CA Alameda County	11/07/2025	1st	2	$336.40 Transportation $122.00 Admission	060-9010-0-5720-00-1100-1000-000000-32-2320	1st grade students exploring the wetlands.
Aptitud	**Vida Verde Nature Education Science Camp**	**San Gregorio, CA San Mateo County**	**11/11/2025 11/13/2025**	**5th**	**1**	**$1900.00 Transportation**	**060-9010-0-5720-00-1110-1000-000000-120-2110**	**Provide 5th grade students with a hand-on, immersive outdoor learning experience that deepens their connection to nature and reinforces key science concepts.**

Field Trip Information Sheet

School	Field Trip Event	City, and County	Date	Grade	# of classes	Estimated Cost	Budget (coding)	Purpose: (academic standard the trip supports)
Ryan	Natural Bridges	Santa Cruz, Santa Cruz County	12/08/2025	4th	2	$1296.20 Transportation	088-8210-0-5835-00-1100-4000-000000-100-0502	To learn about the ecosystem around the Natural Bridges and the life cycle of Monarch butterflies.
Aptitud	O"Neil Sea Lab Santa Cruz	Santa Cruz, Santa Cruz County	11/14/2025	4th	1	$1685.00 Transportation	060-0000-0-5835-00-1110-1000-000000-120-1190	To explore the marine wildlife of Santa Cruz Bay and talk about the ecosystems.
Aptitud	O"Neil Sea Lab Santa Cruz	Santa Cruz, Santa Cruz County	11/14/2025	4/5 Combo	1	$1685.00 Transportation	060-0000-0-5720-00-1110-1000-000000-120-1190	To explore the marine wildlife of Santa Cruz Bay and talk about the ecosystems.

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: October 17, 2025

Subject: **Consolidated Application and Reporting System (CARS) 2023/24 2024/25-2025/26 Reporting and 2025-2026 Application for Funding**

Support Information: The consolidated Application and Reporting System is the fiscal mechanism used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and charter schools throughout California. Annually, in June, Alum Rock Union Elementary School District submits CARS to the CDE to document participation in these programs and to assure that our district will comply with the legal requirements of each program.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: **Title I, Title II, Title III**

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve of CARS **2023/24 2024/25-2025/26** Reporting and **2025-2026** Application for Funding.

Submitted by: Dr. Kiela Jimenez Title: Director of Student Support Services

To the Board of Trustees: Meeting: November 6, 2025
Regular Board Meeting

Recommend Approval

8.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

2023–24 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2023 through June 30, 2025.

CDE Program Contact:
Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov , 916-323-4636
Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2023–24 Title II, Part A allocation	$384,489
Transferred–in amount	$0
Transferred–out amount	$0
2023–24 Total allocation	$384,489

Professional Development Expenditures

Professional development for teachers	$30,442
Professional development for administrators	$0
Consulting/Professional services	$88,845
Induction programs	$0
Books and other supplies	$212
Dues and membership	$0
Travel and conferences	$8,949

Personnel and Other Authorized Activities

Certificated personnel salaries	$0
Classified personnel salaries	$0
Employee benefits	$0
Developing or improving an evaluation system	$0
Recruitment activities	$0
Retention activities	$0
Class size reduction	$0

Program Expenditures

Direct administrative costs	$0
Indirect costs	$12,343
Equitable services for nonprofit private schools	$10,579
Total expenditures	$151,370
2023–24 Unspent funds	$233,119

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2023 through June 30, 2025.

CDE Program Contact:
Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2023–24 Title III EL student program allocation	$432,266
Transferred-in amount	$0
2023–24 Total allocation	$432,266
Object Code - Activity	
1000–1999 Certificated personnel salaries	$122,447
2000–2999 Classified personnel salaries	$4,855
3000–3999 Employee benefits	$29,443
4000–4999 Books and supplies	$101,806
5000–5999 Services and other operating expenditures	$141,913
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$31,802
Total year-to-date expenditures	$432,266
2023–24 Unspent funds	$0

Warning
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2024–25 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:

a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;

b) Includes a dispute resolution process;

c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Kiela
Homeless liaison last name	Jimenez
Homeless liaison title	Director of State and Federal Program
Homeless liaison email address (Format: abc@xyz.zyx)	kiela.jimenez@arusd.org
Homeless liaison telephone number (Format: 999-999-9999)	(408) 928-6935
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.5

Homeless Liaison Training Information

Warning
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2024–25 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	No
Teachers and instructional assistants	No
School counselors	No

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	01/14/2021
Does the LEA meet the above federal requirements	Yes
Compliance comment Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Housing Questionnaire Identifying Homeless Children

Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	Yes
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	Yes

Title I, Part A Homeless Expenditures

2024–25 Title I, Part A LEA allocation	$2,717,954
2024–25 Title I, Part A direct or indirect services to homeless children reservation	$60,000

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2024–25 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

Amount of 2024–25 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	$60,000
Homeless services provided (Maximum 500 characters)	Bus tokens/passes, school uniforms, school supplies, hygiene kits, counseling services, prioritization for after-school program services.
No expenditures or encumbrances comment Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

Warning
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2024–25 Title I, Part A Nonprofit Private School Students Served

This report collects nonprofit private school eligible students served by grade level (receiving Title I, Part A equitable services).

CDE Program Contact:
Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

Students Served Count by Grade

Kindergarten Student Count	2
Grade 1 Student Count	10
Grade 2 Student Count	8
Grade 3 Student Count	5
Grade 4 Student Count	8
Grade 5 Student Count	5
Grade 6 Student Count	9
Grade 7 Student Count	7
Grade 8 Student Count	7
Grade 9 Student Count	0
Grade 10 Student Count	0
Grade 11 Student Count	0
Grade 12 Student Count	0
Students Served Total	61

Warning
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2024–25 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2024 through June 30, 2025.

CDE Program Contact:
Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov , 916-323-4636
Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2024–25 Title II, Part A allocation	$375,988
Transferred–in amount	$0
Transferred–out amount	$0
2024–25 Total allocation	$375,988

Professional Development Expenditures

Professional development for teachers	$0
Professional development for administrators	$0
Consulting/Professional services	$0
Induction programs	$0
Books and other supplies	$0
Dues and membership	$0
Travel and conferences	$0

Personnel and Other Authorized Activities

Certificated personnel salaries	$0
Classified personnel salaries	$0
Employee benefits	$0
Developing or improving an evaluation system	$0
Recruitment activities	$0
Retention activities	$0
Class size reduction	$0

Program Expenditures

Direct administrative costs	$0
Indirect costs	$0
Equitable services for nonprofit private schools	$0
Total expenditures	$0
2024–25 Unspent funds	$375,988

Warning
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2024–25 Title III English Learner Nonprofit Private School Reimbursement

The purpose of this data collection form is to capture the actual documentable number of nonprofit private school English learner students who received Title III English learner services during the reported fiscal year.

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total nonprofit private school English learner students served	0

Warning
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2024–25 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2024 through June 30, 2025.

CDE Program Contact:
Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2024–25 Title III EL student program allocation	$445,757
Transferred-in amount	$0
2024–25 Total allocation	$445,757
Object Code - Activity	
1000–1999 Certificated personnel salaries	$83,240
2000–2999 Classified personnel salaries	$3,090
3000–3999 Employee benefits	$24,017
4000–4999 Books and supplies	$55,246
5000–5999 Services and other operating expenditures	$87,188
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$23,960
Total year-to-date expenditures	$276,741
2024–25 Unspent funds	$169,016

Warning
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2024–25 Title III Immigrant Nonprofit Private School Students Served

The purpose of this data collection form is to capture the actual documentable number of nonprofit private school immigrant students who received Title III immigrant services during the reported fiscal year.

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total nonprofit private school immigrant students served	0

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2024–25 Title III Immigrant YTD Expenditure Report, 12 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2024 through June 30, 2025.

CDE Program Contact:
Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Authorized Title III Immigrant student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3114(d)(1) shall use the funds to pay for supplemental activities that provide enhanced instructional opportunities for immigrant children and youth.

Refer to the Program Information link above for authorized Immigrant student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2024–25 Title III immigrant student program allocation	$62,572
Transferred-in amount	$0
2024–25 Total allocation	$62,572
Object Code - Activity	
1000–1999 Certificated personnel salaries	$25,107
2000–2999 Classified personnel salaries	$0
3000–3999 Employee benefits	$8,600
4000–4999 Books and supplies	$0
5000–5999 Services and other operating expenditures	$0
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$3,194
Total year-to-date expenditures	$36,901
2024–25 Unspent funds	$25,671

Warning
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2025–26 Application for Funding

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

Warning
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2025–26 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at https://www.cde.ca.gov/fg/aa/co/ca24assurancestoc.asp.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Kiela J Jimenez
Authorized Representative's Signature	
Authorized Representative's Title	Director of State and Federal Programs
Authorized Representative's Signature Date	06/30/2025

Warning

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2025–26 LCAP Federal Addendum Certification

CDE Program Contact:
Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	06/26/2025
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Kiela Jimenez
Authorized Representative's Title	Director of State and Federal Programs

Warning
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2025–26 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	German Cerda
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	06/30/2025
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

Warning
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2025–26 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education (CDE) oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the CDE web site at https://www.cde.ca.gov/fg/ac/sa/.

2025–26 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

Warning

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2025–26 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:
Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	$125.64
Estimated English learner student count	2,671
Estimated English learner student program allocation	$335,584

Note: $10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than $10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Student Program Consortium Details web page located at https://www.cde.ca.gov/sp/ml/elconsortium.asp.

Budget

Professional development activities	$50,000
Program and other authorized activities	$101,911
English Proficiency and Academic Achievement	$150,000
Parent, family, and community engagement	$10,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$23,673
Total budget	$335,584

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2025–26 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	$99.32
Estimated immigrant student count	650
Estimated immigrant student program allocation	$64,558

Note: Eligibility criteria

A local educational agency which has 5 or more eligible immigrant students and has experienced a significant increase of one half of 1 percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	$60,004
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$4,554
Total budget	$64,558

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

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: November 6, 2025

Subject: **Resignations (Information Only)**

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

Fiscal Impact: No Cost

Budgeted: Not Applicable

Budget Source: Not Applicable

INFORMATION ONLY

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

To the Board of Trustees: Meeting: November 6, 2025
Regular Board Meeting

Information Only

9.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

November 6, 2025

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Kohli, Tanu	Principal/Russo & McEntee Academy	10/31/2025
2.	Paredes, Rafael	Teacher, Adapted P.E.	10/24/2025

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

November 6, 2025

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Lopez, Michael G	Maintenance Worker III/Facilities	11/01/2025

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

10.1

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: October 22, 2025

Subject: **SPG Therapy & Education**

Support Information: SPG Therapy & Education will provide speech and language therapy to students enrolled in Alum Rock District. They will administer testing for speech delay, write reports, attend IEP meetings and consult with teachers and parents.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Special Education

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the contract with SPG Therapy and Education for the 2025-2026 school year. The cost will be $182,000.

Approved by: Anthony Colonna Title: Director, Special Education

To the Board of Trustees:

Meeting: November 6, 2025
Regular Board Meeting

Recommend Approval

10.1
Agenda Placement

Sandra Garcia, Interim 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: Special Education (School/Dept.) VENDOR NO. 301032

Submitted by: Anthony Colonna, Director Special Education

☑ **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: SPG Therapy & Education

Address: 2021 Ygnacio Valley Rd. C103 City: Walnut Creek State: CA Zip: 94598

Phone: (925) 945-1474 Email Address: info@spgtherapy.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 7, 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").

SPG Therapy & Education will provide speech and language therapy to students enrolled in Alum Rock District. They will administer testing for speech delay, write reports, attend IEP meetings, and consult with teachers and 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.

X a. **Fee Rate:** $142.34/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 7hrs/day 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
080	6500	0	5815	00	5750	1190	000000	380	1820	182,000	10/24/25

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

SPG | THERAPY & EDUCATION

10/22/2025

Dear LeAnne,

On behalf of SPG Therapy & Education I would like to convey our appreciation and thanks for allowing us the opportunity to collaborate once again with *Alum Rock Union Elementary School District in* the provision of Speech therapy services.

Because our relationship with your District is important to us, we will again be discounting our 2025-26 rates for Speech therapy services at 5.3% on Speech Daily Rates and Speech Specialty Daily Rates.

Please review, sign and date the attached SPG Contract, Projections, NPA Certification, W9, Certificate of Insurance, Staff Clearance List with Licenses and return them to our Contracts Team, at contracts@spgtherapy.com (925) 945-1474 x 138. Please let us know if you would prefer a hard copy to be sent via mail.

In order to fulfill the Verification of Licenses, Credentials and Other Documents mandate that SPG Therapy & Education adheres to, we will be submitting updated license or credential information monthly with our invoices. We will also send CalSTRS/CalPERS notices monthly with invoices, if applicable.

If you have any questions or concerns, please contact me at contracts@spgtherapy.com 925-945-1474 x138.

SPG Therapy & Education looks forward to partnering with your district for the 2025-2026 School Year and supporting its efforts in helping special education students successfully access the social and academic curriculum.

Thank you,

Susan Stark, M.S., CCC-SLP
SPG Therapy & Education

SPG THERAPY & EDUCATION

SPG Therapy & Education
Santa Clara COE 2025-2026

Service Type	25-26 Rates			25-26 Discounts	
Addendum A Services - Speech:					
Language and Speech	**$1,052.17**	**Daily (7-8 hr day)**	$996.39	Daily (7-8 hr day)	5.3%
	$153.34	**per hour**			
Language and Speech Specialty (AAC, AT, D/HH, Bilingual)	**$1,175.29**	**Daily (7-8 hr day)**	$1,112.99	Daily (7-8 hr day)	5.3%
	$172.37	**per hour**			
SLPA	**$758.00**	**Daily (7-8 hr day)**	$704.94	**Daily (7-8 hr day)**	7%
SLPA (AAC, AT, D/HH, Bilingual)	**$796.25**	**Daily (7-8 hr day)**	$740.51	**Daily (7-8 hr day)**	7%
Addendum B Services – Behavior:					
Behavior Intervention – BID (BCBA)	**$1,411.46**	**Daily (7-8 hr day)**	$1,240.00	Daily (7-8 hr day)	12.1%
	$192.53	**per hour**			
Behavior Intervention Implementation (BII) R/BT*	**$104.10**	**per hour**	$80.00	per hour*	23.1%
Addendum C Services - Psych:					
School Psychologist	**$1,411.46**	**Daily (7-8 hr day)**	$1,240.00	Daily (7-8 hr day)	12.1%
	$192.53	**per hour**			
Addendum D Services - OT:					
Occupational Therapy	**$980.53**	**Daily (7-8 hr day)**	$929.00	Daily (7-8 hr day)	5.3%
	$142.15	**per hour**			
Addendum E Services - PT:					
Physical Therapy	**$980.53**	**Daily (7-8 hr day)**	$928.55	Daily (7-8 hr day)	5.3%
	$142.15	**per hour**			
Addendum F Services – Mental Health (CG and PCT):					
CG and PCT	**$1,052.17**	**Daily (7-8 hr day)**	$928.55	Daily (7-8 hr day)	11.7%
	$153.34	**per hour**			
CG and PCT (Bilingual)	**$1,175.29**	**Daily (7-8 hr day)**	$1,112.99	Daily (7-8 hr day)	5.3%
	$172.37	**per hour**			
Addendum G Services - Education:					
Education/Speech/Mental Health Technician/Mentor/Tutor*	**$104.10**	**per hour**	$80.00	*See Tiered Rates	23.2%
Education Specialist	**$980.53**	**Daily (7-8 hr day)**	$929.00	Daily (7-8 hr day)	5.3%
	$142.15	**per hour**			
Education Specialist (Bilingual	**$1,052.17**	**Daily (7-8 hr day)**	$996.00	Daily (7-8 hr day)	5.3%
	$153.34	**per hour**			
Remote SLP/Onsite Facilitator	**$225.97**	**per hour**	$140.00	per hour, 8 hour day	38.0%
Remote SLP (Specialty)/Onsite Facilitator	**$243.22**	**per hour**	$165.00	per hour, 8 hour day	32.2%
Independent Educational Evaluations – All Disciplines	**$186.35**	**per hour**			

Similar to District Employees, travel between sites during business hours is paid and included in the rate schedule above.
SPG utilizes a Professional Work Week. Daily hours may flex pending caseload/district requirements, ie. IEP meetings, parent conferences, staff meetings, etc.
SPG staff will adhere to district staff calendar, including teacher work days and staff development days. SPG agrees to provide services within the contracted days.
Teletherapy rates as quoted above.

*Tiered Rates:	1. 1 R/BT or Tech	$80.00	per hour	23.2%
	2. 2-5 R/BTs and/or Techs	$76.00	per hour	27.0%
	3. 7+ R/BTs and/or Techs	$72.00	per hour	30.8%

Alum Rock Union Elementary School District
2025-2026

SPG Therapy & Education
Addendum A
Speech Services

As of: 10/22/2025

School Based Speech-Language Pathologists

Fall/Spring School Based Services*

SPG Therapist	Site/Service	Dates of Service	Days per Week	Hours per Day	Days	25-26 Hourly Rate	Amount	Discounted Hourly Rate	Amount
Emily Chuang	Speech Services	11/21/25-6/30/26	5	7	129	$150.31	$135,729.93	$142.34	$128,533.02
			FTEs	1.00		Fall/Spring Projection:	$135,729.93		$128,533.02
							Discount	$7,197	5.30%
								Total Discounted 2025-2026 Services:	$128,533.02

ESY Services June 2026:

SPG Therapist	Service	Dates of Service	Days per Week	Hours per Day	Hours per Week	25-26 Hourly Rate	Amount	Discounted Hourly Rate	Amount
TBD	Speech Services								-
								Discounted ESY Services June 2026:	$0.00

Total 2025-2026 Services: $0.00

*SPG Therapy & Education utilizes a Professional Work Week.

Contractor agrees to provide services within the contracted hours per week, as set forth above.
Daily hours may flex pending caseload requirements (i.e. IEP meetings, parent conferences, SST meetings, etc.).
SPG Therapy & Education (NPA) and the LEA (District) understand that it is the District's responsibility to provide training for contracted staff pertaining to the District's policies and procedures, including but not limited to: SEIS, Progress Reporting, Attendance Registers**, Medical/MAA Billing.
**The District understands that collection and retention of all attendance registers submitted by contracted staff is the responsibility of the District.
It is further understood that the district will inform SPG Therapy & Education of contracted staff who are out of compliance with the District's policies and procedures.
The contracting NPA understands that the District will provide computer access to contracted staff for SEIS access and input and for other required documentation.

The NPA will provide all diagnostic and therapy materials to contracted service providers with the understanding that District agrees to provide appropriate and necessary test protocols, as test protocols are part of the student's record and are retained in student's file.

Bilingual therapists are contracted to provide mental health services and will not be utilized as interpreters during IEP meetings as this is outside their scope of professional practice.

Susan Stark 10/22/2025

Susan Stark — Date
MS, CCC-SLP

Name and Title — Date
Alum Rock Union Elementary School District

11.1

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: November 6, 2025

Subject: **Approve Contract Increase for Gold Star Foods, Inc. Due to The Danielsen Company Business Acquisition**

Support Information: On June 30, 2025, the Board approved IFB#2023-CNS06 *Grocery and Fresh Bakery Products*, which was divided among three vendors, including The Danielsen Company and Gold Star Foods, Inc. Following the acquisition of The Danielsen Company by Gold Star Foods, Inc., Gold Star has assumed The Danielsen Company's product list and contractual obligations. To ensure continuity of service and product availability for the Child Nutrition Services program, staff recommends increasing the Gold Star Foods, Inc. contract amount to reflect the consolidation of both vendors' awarded items under IFB#2023-CNS06.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Fund 13- Cafeteria Fund

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve this contract increase of Gold Star Foods, Inc in the total amount of $950,000.

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: November 6, 2025
Regular Board Meeting

Recommend Approval

11.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. CO268074 Contract No. 268074

Original PO Amount $ 600,000 Contract Original Amount: $ 600,000

Vendor Name: Gold Star Foods, Inc. Vendor No. 011952

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
x Increase Amount Line Item No.: 1
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 600,000
Change Order #: 1	$ 350,000
Change Order #: _____	$ _____
Change Order #: _____	$ _____
New Contract Total (including Change Orders)	$ 950,000

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	130	5310	0	4700	00	0000	3700	000000	480	3700	$950,000	10/27/25

Reason for Adjustment:

On August 4, 2025, The Danielsen Company and Gold Star Foods, Inc. announced the merger of both companies. Following this merger, the approved contract dated June 30, 2025, for The Danielsen Company to provide non-commodity commercial food items under IFB#2023-CNS06 Grocery and Fresh Bakery Products has been accepted by Gold Star Foods, Inc.

We are requesting to disencumber Contract #CO268072 with The Danielsen Company and increase existing Gold Star Foods, Inc approved contract # CO 268074 to a new total of $950,000 due to their business acquisition.

School/Dept.: Child Nutrition Services Requested by: Denisse Mendez

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

_____ Director/Program Manager

_____ Director of Fiscal Services

_____ Procurement Manager

Date Requested: 10/28/2025 Date Entered: _____ Entered By: _____

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

GOLD STAR FOODS

THE DANIELSEN CO.

Dear Valued Customers,

The Danielsen Company and Gold Star Foods are pleased to announce that our two companies have combined as we continue to deepen our commitment to providing the very best service to our School Nutrition customers in California.

The Danielsen Company has been a School Nutrition staple in Northen California since 1964. From generation to generation, The Danielsen Company has continued to expand product lines and services to meet the demands of their growing school customer base. Their integrity, honesty and dedication to customer satisfaction will continue as we marry these two great teams.

Gold Star Foods is the largest School Nutrition service provider dedicated solely to K12. We understand your programs and deliver solutions to meet the demands of today. With over 46 years in School Nutrition, we have designed a service system that:

- Meets the growing complexities placed on food & nutrition programs.
- Provides dynamic on-line ordering, USDA Foods Management and reporting systems (Order Management, Program Compliance, Nutritional Statements and Buy American/Point of Origin).
- Forms true partnerships with schools to help them exceed nutritional customer expectations.
- Achieves Program Compliance while providing a safe and reliable supply experience.
- Provides a seamless link between local farmers and school kitchens through our Growing Forward program, ensuring that fresh, locally grown food reaches students efficiently.

The partnership between The Danielsen Company and Gold Star Foods will further strengthen supply chain efficiency and continue to provide dedicated support for school districts in Northen California.

Thank you for the opportunity to continue serving as your School Nutrition Partner.

Terri Danielsen
President, The Danielsen Company

Sean Leer
CEO, Gold Star Foods

GS FOODS

The Danielsen Company, Inc.
Bid Award

School:	Alum Rock UnESD
Contract #:	6587001
Bid #:	2023CNS-06 Rollover #2
Duration:	7/1/25 - 6/30/26

Minimum: $1,000.00

Bid Line #	Danco #	Brand	Description	Code	24-25 Sell	Supplier	QTY	25-26 Sell
4	1667	Bake Crafters	72-4pk IW WG Mini Glazed Breakfast Bites	1717	$ 49.96	Bake Crafters	360	$ 51.55
5	1929	Bake Crafters	72-2.5oz IW WG Cinnamon Swirls	1687	$ 52.08	Bake Crafters	300	$ 53.93
6	1895	Tasty Nada	60-4oz IW WG Cinnamon Apple Pockets	CAS700W	$ 50.92	Bell Tasty	300	$ 53.61
7	901143	Tasty Nada	60-5.5oz Bulk WG Bean & Cheese Chimi Pockets	CHIMINA2B	$ 54.44	Bell Tasty	430	$ 57.32
10	901210	Bridgford	320-1.125oz WG Garlic Cheese Breadstick Dough	6787	$ 39.19	Bridgford	24	$ 40.92
46	4377	Pam	6-17oz Non-Stick Aerosol Spray	63111	$ 22.87	ConAgra-Dry	9	$ 25.33
34	Multiple	Danimals	48-4oz Non-Fat Yogurt Cups 5707-Strawberry	Multiple	$ 12.80	Danone		$ 13.60
34	Multiple	Danimals	48-4oz Non-Fat Yogurt Cups 5708-Strawberry Banana	Multiple	$ 12.80	Danone		$ 13.60
34	Multiple	Danimals	48-4oz Non-Fat Yogurt Cups 5710-Vanilla	Multiple	$ 12.80	Danone		$ 13.60
35	5708	Danimals	48-4oz Non-Fat Strawberry Banana Yogurt	73558	$ 12.80	Danone	864	$ 13.60
11	6611	Dave's Baking	90-1.9oz IW WG Blueberry Muffins	WG380	$ 33.65	Dave's Baking	300	$ 34.72
12	6614	Dave's Baking	90-1.9oz IW WG Chocolate Chip Muffins	WG385	$ 33.65	Dave's Baking	300	$ 34.72
13	6038	Dave's Baking	60-3.15oz IW WG Chocolate Chip Muffins	WG825	$ 36.25	Dave's Baking	360	$ 37.40
14	908908	Del Real	4-5# Fully Cooked Grilled Diced Chicken	340	$ 103.45	Del Real	120	$ 106.73
15		Del Real	4-5# Pork Carnitas	100	$ 114.93	Del Real	108	$ 118.58
16	1048	Del Real	40-5.5oz WG Bean & Cheese Pupusas	705	$ 48.40	Del Real	480	$ 49.94
17	7577	Del Real	48-5oz Chicken Tamales w/ Green Sauce	124	$ 47.37	Del Real	120	$ 48.88
9	908409	Brakebush	10# Gluten Free Breaded Chicken Strips	5810	$ 43.25	Dot Foods	480	$ 46.25
50	6681	Frank's	4-1 Gal Red Hot Buffalo Wing Sauce	74161	$ 67.79	Dot Foods	108	$ 69.94
19	1047	FatCat	2-9# WG Banana Muffin Batter	WGBANMFN9#	$ 43.96	FatCat	216	$ 47.63
20	1046	FatCat	2-9# WG Double Cocoa Muffin Batter	WGDCMFN9#	$ 43.96	FatCat	216	$ 47.63
21	5477	Foster Farms	72-4oz WG Chicken Corn Dogs	95150	$ 47.34	Foster Farms	420	$ 48.85

The Danielsen Company, Inc.
Bid Award

School:	Alum Rock UnESD
Contract #:	6587001
Bid #:	2023CNS-06 Rollover #2
Duration:	7/1/25 - 6/30/26

Minimum: $1,000.00

Bid Line #	Danco #	Brand	Description	Code	24-25 Sell	Supplier	QTY	25-26 Sell
27	6750	Pillsbury	72-2.43oz WG Mini Strawberry Cream Cheese Bagels	38413	$ 42.20	General Mills-Frozen	300	$ 44.39
30	4993	Suncup	70-4oz Apple Juice	30301	$ 11.61	Gregory Packaging	2520	$ 12.36
31	5593	Suncup	70-4oz Apple/Cherry Juice	32000	$ 11.83	Gregory Packaging	2520	$ 12.38
32	4992	Suncup	70-4oz Orange Juice	30100	$ 18.78	Gregory Packaging	2520	$ 21.71
42	1671	Belly Bear	200-1oz WG Chocolate Grahams	56070	$ 33.68	J&J	1080	$ 35.67
18	7508	Eggo	72ct IW WG Mini Confetti Pancakes	18574	$ 30.69	Kellanova-Frozen	420	$ 31.67
55	4497	PPI	200-12gm Ranch Dressing Packets	7.16037E+12	$ 12.43	Kraft Heinz	1080	$ 12.83
56	5738	Rich-In-All	4-1 Gal Lite Mayonnaise	4232503	$ 31.10	Langlois	36	$ 32.66
41	6806	Fieldstone	144-1oz WG Granola Singles	9788	$ 54.35	McKee Foods	234	$ 58.07
22	1931	Michael B's	85-2.25oz IW WG Chocolate Conchas	70596	$ 52.22	Michael B's	360	$ 54.98
23	1930	Michael B's	85-2.25oz IW WG Vanilla Conchas	70594	$ 52.22	Michael B's	360	$ 54.98
24	1549	Michael B's	60-4oz IW WG Chicken Double Dog	DD400	$ 62.53	Michael B's	420	$ 66.46
43	4146	MJM	300ct WG Chocolate Bear Grahams	402001	$ 56.60	MJM	720	$ 59.45
54	906927	Minor's	4-.5 Gal Zesty Orange Sauce	547425	$ 51.39	Nestle USA	45	$ 53.02
8	1240	Big Daddy's	48-4.46oz IW WG Pepperoni Stuffed Sandwich Pockets	55293	$ 43.50	Schwan's	480	$ 44.88
28	6069	Shannon's	192-1oz WG Unsliced Dinner Rolls	SB220	$ 34.65	Shannon's	60	$ 37.54
47	1074	Sunrich Naturals	150-.75oz Sea Salt Chickpeas	1234817	$ 58.46	Sun Opta	289	$ 66.34
48	4910	Sunrich Naturals	150ct Lightly Salted Sunflower Seeds	1105050	$ 36.35	Sun Opta	612	$ 41.25
33	7458	Super Bakery	72-2.9oz IW WG Glazed Cinnamon Buns	6070	$ 36.98	Super Bakery	360	$ 38.36
51	5942	T. Marzetti	4-1 Gal Asian Sesame Dressing	41464	$ 69.39	T. Marzetti-Dry	21	$ 71.59
52	1908	T. Marzetti	4-1 Gal Mild BBQ Sauce	83030	$ 44.34	T. Marzetti-Dry	108	$ 45.75
53	7031	T. Marzetti	4- Gal 5-Star Royal Caesar Dressing	80508	$ 69.45	T. Marzetti-Dry	21	$ 71.66
57	908033	Sauce Craft	96-1.25oz Buffalo Wing Sauce Cup	23483SCR	$ 26.98	Ventura Foods	300	$ 28.00

11.2

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: November 6, 2025

Subject: **Approve to Disencumber The Danielsen Company Contract Following Its Acquisition by Gold Star Foods, Inc**

Support Information: On August 4, 2025, The Danielsen Company and Gold Star Foods, Inc. announced a merger. The board-approved contract dated June 30, 2025, with The Danielsen Company in the amount of $450,000 for the provision of non-commodity commercial food items under IFB #2023-CNS06 (Grocery and Fresh Bakery Products) has been accepted by Gold Star Foods, Inc. Due to the business acquisition, The Danielsen Company contract #CO268072 will no longer be active. All future purchases and obligations will be processed under Gold Star, Foods, Inc contract #CO 268074.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Fund 13- Cafeteria Fund

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve this contract disencumbrance of The Danielsen Company in the total amount of $450,000.

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: November 6, 2025
Regular Board Meeting

Recommend Approval

11.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. CO268072 Contract No. 268072

Original PO Amount $ 450,000 Contract Original Amount: $ 450,000

Vendor Name: The Danielsen Company Vendor No. 014201

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
_____ Increase Amount Line Item No.: _____
x Decrease Amount Line Item No.: 1
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
x Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$(450,000)
Change Order #: 1	$(450,000)
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$ 0.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	130	5310	0	4700	00	0000	3700	000000	480	3700	$0.00	

Reason for Adjustment:

n August 4, 2025, The Danielsen Company and Gold Star Foods, Inc. announced the merger of both companies. Following this merger, the approved contract dated June 30, 2025, for The Danielsen Company to provide non-commodity commercial food items under IFB#2023-CNS06 Grocery and Fresh Bakery Products has been accepted by Gold Star Foods, Inc. We are requesting to disencumber Contract #CO268072 with The Danielsen Company in the total amount of $450,000. The amount will be moved to the existing Gold Star Foods, Inc approved contract # CO 268074 to a new total of $950,000 due to their business acquisition.

School/Dept.: Child Nutrition Services Requested by: Denisse Mendez

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

_____ Director/Program Manager

_____ Director of Fiscal Services

_____ Procurement Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

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

GOLD STAR FOODS

THE DANIELSEN CO.

Dear Valued Customers,

The Danielsen Company and Gold Star Foods are pleased to announce that our two companies have combined as we continue to deepen our commitment to providing the very best service to our School Nutrition customers in California.

The Danielsen Company has been a School Nutrition staple in Northen California since 1964. From generation to generation, The Danielsen Company has continued to expand product lines and services to meet the demands of their growing school customer base. Their integrity, honesty and dedication to customer satisfaction will continue as we marry these two great teams.

Gold Star Foods is the largest School Nutrition service provider dedicated solely to K12. We understand your programs and deliver solutions to meet the demands of today. With over 46 years in School Nutrition, we have designed a service system that:

- Meets the growing complexities placed on food & nutrition programs.
- Provides dynamic on-line ordering, USDA Foods Management and reporting systems (Order Management, Program Compliance, Nutritional Statements and Buy American/Point of Origin).
- Forms true partnerships with schools to help them exceed nutritional customer expectations.
- Achieves Program Compliance while providing a safe and reliable supply experience.
- Provides a seamless link between local farmers and school kitchens through our Growing Forward program, ensuring that fresh, locally grown food reaches students efficiently.

The partnership between The Danielsen Company and Gold Star Foods will further strengthen supply chain efficiency and continue to provide dedicated support for school districts in Northen California.

Thank you for the opportunity to continue serving as your School Nutrition Partner.

Terri Danielsen
President, The Danielsen Company

Sean Leer
CEO, Gold Star Foods

GS FOODS

A GS Foods Group Company

11.3

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: September 15, 2025

Subject: **Little Heroes Amendment**

Support Information: The Little Heroes Coach will support both Sheppard and Painter beginning December 1, 2025 to June 5, 2026. The Coach will support campus by supervising and offering structured activities during recess and lunch time.

Fiscal Impact: No

Budgeted: No

Budget Source: **Multiple**

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the amended contract for the Little Heroes in the amount of $31,500.00.

Submitted by: Dr. Kiela Jimenez Title: Director, Student Support Services

To the Board of Trustees:

Recommend Approval

11.3
Agenda Placement

Meeting: November 20, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268004

Original P.O Amount $_____ Contract Original Amount $575,000.00

Vendor Name: Little Heroes Vendor No. 021461

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✔ Increase Amount Line Item No.: 1
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$575,000.00
Change Order #: 1	$31,500.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$606,500.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
	060	3010	0	5815	00	1110	1000	000000	360	1190	~~$31,500.00~~ $7875	
	010	0000	0	5815	00	1110	1000	080000	360	5272	$23,625	10/27/25

Reason for Adjustment:

Increase to CO#268004 Coach will support both Sheppard and Painter beginning December 1, 2025 to June 5, 2026. Coach will support campus by supervising and offering structured activities during recess and lunch time.

School/Dept.: Student Support Services Requested by: Maria Patino

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

Dr. Kiela Jimenez _____ Director/Program Manager

_____ Procurement Manager

Date Requested: 10/23/2025 Date Entered: _____ Entered By: _____

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

Little Heroes– Sheppard Noon time Support Contract Amendment

Terms of Service:

Contract Amendment is for a December 1st (Start date) - June 5th (Last day of school)

Program Components:

Coach will Implement Components listed below Coach will Support both Sheppard and Painter

- Rescue Recess For Sheppard Middle
- Lunch time Support For Sheppard Middle
- Lunch time Support for Painter Elementary providing a 2nd coach during lunch time
- Afternoon Classroom game times support for Painter Elementary
- Sub Support

Program Cost:

program cost is $31,500 (prorated price Normal price is $45,000 per coach), Payable through monthly payments of $5,250. With the first invoice being submitted at the start of the program. Final payment shall be received by the culmination of the school year. **Each invoice shall be submitted the first week of each month for expected payment by the 20th of each month.**

Note: Little Heroes will not charge ARUSD with late fees due to failure to pay on time.

Class Game Times:

Each class shall receive their time with the coach once every two weeks per the set schedule. The coach is responsible to make up any classes missed due to absence, illness, or if he/she is needed for an emergency situation while on campus. Classes missed due to school calendar (Holidays, field trips, assemblies) are not required to be made up, though switching with another class ahead of time is completely acceptable. Classes are expected to start within two weeks of school opening up.

Recess Expectations:

Coach will be present and active at all primary and secondary recesses. Coach is not expected to be used in a permanent yard supervisor type role; though certain situations may require them to fill in when short-handed. Coach will be actively moving and engaging students in all areas, encouraging them to participate in an organized game or activity.

Day to Day Expectations:

- Maintain each component to its expectations.
- Keep constant communication with Administration and Office Staff

- Take 2-3 classes out, ensuring each class will be seen once every two weeks
- Provide support and excitement to the yard
- Open and available to aid administration in anything they shall need.

Coaches hours 10am-2pm. All coaches shall arrive by 9:45am and are free to leave campus at 2pm.

Each coach is responsible for implementing our components, those components are Rescue Recess, Lunch Support and Classroom Game Times.

Heroes coaches will provide support for the following ARUSD events: Parent University , ARUSD Soccer tournament and March Madness.

-

Provider Expectations:

All Little Heroes personnel shall be properly cleared to work within the district. A background check, TB Test, Fingerprinting, and CPR/First Aid certifications are all required before arriving on campus.

Subs

• Substitute coaches will be provided for planned absences only

• Substitute coaches will be provided when available.

• After 3 missed days if no substitute coach provided Little Heroes will Deduct cost per day from Invoice.

Each School agrees to provide the following for our coaches:

- A basic set of equipment. Enough to successfully run 5-6 organized games at recess.
- An office workspace for the coach. A place to prep in any downtime, and respond to work calls and emails.
- Access to a computer. Being assigned one for the year would allow for a more efficient school year.

12.1

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: October 28, 2025

Subject: **Approval of Board Meeting Minutes for the following date: October 23, 2025, Regular Board Meeting,**

Recommend Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the meeting minutes.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: November 6, 2025
Regular Board Meeting

Recommend Approval

12.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, October 23, 2025, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #10-25/26

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 5:31 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President), Minh Pham (Clerk), Corina Herrera-Loera (Member), Minh Nguyen (Member)

Administrative and Support Staff Members present were Sandra Garcia (Interim Superintendent), Teresa DeCelles (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Linda Chavez stated there was a quorum.

1.02 **Discussion And/Or Modification(s) of the Agenda**

MOTION #01-10 by Vice-President Andrés Quintero to approve the agenda. MOTION #01-10 was seconded by Member Minh Pham.

MOTION #01-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:
Maria Martinez, Christyne Villarreal, Female Speaker, Vince Tran, David Williams, Veronica Talton, Female Speaker, and Dolores Alvarado.

3. Comments and Communications

3.01 Teamsters, 3.02 California School Employees' Association (CSEA), 3.03 Alum Rock Educator's Association (AREA), 3.04 Alum Rock Administrator's Association (ARAA),3.05 Superintendent, and 3.06 Board of Trustees/Communications/Comments.

4. Public Hearing(s) And/Or Special Order of Business

4.1 Public Hearing Regarding Sufficiency of Instructional Services

President Linda Chavez opened the public hearing at 6:18 pm.
President Linda Chavez closed the public hearing at 6:22 pm.

4.2 Public Hearing/ Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with Alum Rock Union Elementary School District for the period of July 1, 2025-June 30, 2026.

President Linda Chavez opened the public hearing at 6:21 pm.
President Linda Chavez closed the public hearing at 6:23 pm.

4.3 Public Hearing. District's Initial Bargaining Proposal to Open Negotiations with the Teamsters Local 150 for the period of July 1, 2025-June 30, 2026, for public hearing and comment.

President Linda Chavez opened the public hearing at 6:22 pm.
President Linda Chavez closed the public hearing at 6:23 pm.

5. Superintendent/ Board Business

5.1 Update(s) on the Fire at the Former MACSA Youth Center Facility Located at Renaissance at Mathson School Site and Approve Board Resolution #26-25/26 Terminating Declaration of Emergency at Former MACSA Youth Center Site at Renaissance at Mathson School Site.

5. Superintendent/ Board Business *(continued)*

Eric Wasinger, Senior Executive of Bonds and MOT, gave a presentation regarding the Former MACSA Youth Center.

Public Comment:
Eric Salvan, Casey, Chris, Julie, Christina Zamora Ramirez, Bryan, Veronica, Jose, Delfina Hernandez, Male Speaker, Kyle, Felicia Martinez, Lilian Lesely Aguilar, Erica, Alondra, Jasper, Audrey, Adrianna, Greg, Maria, Yadira Reyes, Ashley Guerrero, Erica Villa, Male Speaker, Sebastian, Guadalupe Navarro, Female Speaker, Victor Vasquez, Robert Aguiree, Manny Diaz, and Olivia Navarro.

MOTION #02-10 by Member Corina Herrera-Loera to approve Action Item 5.1 as presented. MOTION #02-10 was seconded by Vice-President Andrés Quintero.

MOTION #02-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5.2 Appoint 2 Board members to a Board Ad Hoc Advisory Sub Committee: the Consolidation of Adelante I and Adelante II.

MOTION #03-10 by Clerk Minh Pham nominating President Linda Chavez and Vice-President Andrés Quintero to be a part of the subcommittee. MOTION #02-10 was seconded by Member Corina Herrera-Loera.

Public Comment:
Roselio Jimenez, Adela Pedroza, Rosa Armendariz, Maria Perez, Victoria Patrida and Vanessa Hernandez.

MOTION #03-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5.3 Approve Governance Handbook Workshop and Board Self-Evaluation Workshop.

MOTION #04-10 by Vice-President Andrés Quintero to approve Action Item 5.3 as presented. MOTION #04-10 was seconded by Member Corina Herrera-Loera.

MOTION #04-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5.4 First Reading of Updated Board Policies and Updated Board Bylaws.

Public Comment:
Veronica Talton

6. Instructional Services

6.1 Resolution No. 19-25/26, Regarding Sufficiency or Insufficiency of Instructional Materials.

MOTION #05-10 by Member Corina Herrera-Loera to approve Action Item 6.1 as presented. MOTION #05-10 was seconded by Clerk Minh Pham.

MOTION #05-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6.2 Quarterly Report on Williams Uniform Complaints

MOTION #06-10 by Vice-President Andrés Quintero to approve Action Item 6.2 as presented. MOTION #06-10 was seconded by Clerk Minh Pham.

MOTION #06-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6.3 Resolution No. 23/25-26: California State Preschool Program (CSPP) Continued Funding Application for Fiscal Year 2026-2027.

MOTION #07-10 by Clerk Minh Pham to approve Action Item 6.3 as presented. MOTION #07-10 was seconded by Vice-President Andrés Quintero.

MOTION #07-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6.4 Resolution No 16.-25/26 National Family Literacy Month November, 2025.

MOTION #08-10 by Vice-President Andrés Quintero to approve Action Item 6.4 as presented. MOTION #08-10 was seconded by Member Minh Pham.

MOTION #08-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6.5 Resolution No.17-25/26 "Ruby Bridges Walk to School Day" November 4, 2025.

MOTION #09-10 by Vice-President Andrés Quintero to approve Action Item 6.5 as presented. MOTION #09-10 was seconded by Member Minh Pham.

Public Comment:
Veronica Talton

MOTION #09-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6. **Instructional Services** *(continued)*

6.6 Resolution No. 22-25/26 Recognizing the Month of November as Indigenous People and Native American Heritage Month.

MOTION #10-10 by Member Corina Herrera-Loera to approve Action Item 6.6 as presented. MOTION #10-10 was seconded by Vice-President Andrés Quintero.

Public Comment:
Maria Martinez, Sandra Rivera, Female Speaker, and Veronica Talton.

MOTION #10-10 carried* with a *vote of 4 in favor; no opposition; no absent; and one abstention (President Linda Chavez).

6.7 Approve School Sponsored Field Trips

MOTION #11-10 by Clerk Minh Pham to approve Action Item 6.7 as presented. MOTION #11-10 was seconded by Vice-President Andrés Quintero.

MOTION #11-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6.8 Report of Overall CAASPP and ELPAC Data from the 2025-2026 School Year.

Tara Bickford-Williams, Director, and Yeny Rosales-Aleman, POSA Multilingual Programs, gave a PowerPoint presentation on CAASPP.

7. **Business Services**

7.1 Approve First Amendment to the Facilities Use Agreement and Memorandum of Understanding with Alpha Public Schools.

MOTION #12-10 by Vice-President Andrés Quintero to approve Action Item 7.1 as presented. MOTION #12-10 was seconded by Member Corina Herrera-Loera.

MOTION #12-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7.2 Approve First Amendment to the Facilities Use Agreement and Memorandum of Understanding with KIPP Bay Area Schools.

MOTION #13-10 by Member Corina Herrera-Loera to approve Action Item 7.2 as presented. MOTION #13-10 was seconded by Clerk Minh Pham.

MOTION #13-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7.3 Approval of Joint Powers Agreement with the Contra Costa County Schools Insurance Group (CCCSIG).

MOTION #14-10 by Vice-President Andrés Quintero to approve Action Item 7.3 as presented. MOTION #14-10 was seconded by Clerk Minh Pham.

MOTION #14-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7.4 Resolution No. 24-25/26 Approving Membership in the Contra Costa Schools Insurance Group (CCCSIG).

MOTION #15-10 by Vice-President Andrés Quintero to approve Action Item 7.4 as presented. MOTION #15-10 was seconded by Clerk Minh Pham.

MOTION #15-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7.5 Resolution No. 25-25/26 Approval of Membership in the Contra Costa School Insurance Group (CCCSIG).

MOTION #16-10 by Clerk Minh Pham to approve Action Item 7.5 as presented. MOTION #16-10 was seconded by Vice-President Andrés Quintero.

MOTION #16-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8. Human Resources

8.1 Approve New Job Description - Bus Stop Aide

MOTION #17-10 by Vice-President Andrés Quintero to approve Action Item 8.1 as presented. MOTION #17-10 was seconded by Member Corina Herrera-Loera.

MOTION #17-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8.2 Approval of District Memorandum of Understanding with CSEA Chapter #305.

MOTION #18-10 by Vice-President Andrés Quintero to approve Action Item 8.2 as presented. MOTION #18-10 was seconded by Member Corina Herrera-Loera.

MOTION #18-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8.3 Receive Teamsters Local 150 Initial Bargaining Proposal to Open Negotiation with the Alum Rock Union Elementary School District for the period of July 1, 2025- June 30, 2026.

MOTION #19-10 by Vice-President Andrés Quintero to approve Action Item 8.3 as presented. MOTION #19-10 was seconded by Member Corina Herrera-Loera.

MOTION #19-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8.4 Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150 for the period of July 1, 2025-June 30, 2026.

MOTION #20-10 by Clerk Minh Pham to approve Action Item 8.4 as presented. MOTION #20-10 was seconded by Member Corina Herrera-Loera.

MOTION #20-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9. Contracts Over $100,000

9.1 Approve the Pioneer Healthcare Services Contract for the 2025/2026 SY.

MOTION #21-10 by Clerk Minh Pham to approve Action Item 9.1 as presented. MOTION #21-10 was seconded by Vice-President Andrés Quintero.

MOTION #20-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.2 Approve the Stepping Stones Group Services Contract for the 2025/2026 SY.

MOTION #22-10 by Clerk Minh Pham to approve Action Item 9.2 as presented. MOTION #22-10 was seconded by Vice-President Andrés Quintero.

MOTION #22-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9. Contracts Over $100,000 *(contracts)*

9.3 Approve the Tutoroworks, Inc. Services Contract for the 2025/2026 SY.

MOTION #23-10 by Clerk Minh Pham to approve Action Item 9.3 as presented. MOTION #23-10 was seconded by Member Corina Herrera-Loera.

MOTION #23-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10. Contracts Extensions Over $100,000

10.1 Approve the Assessment Resources services contract for the 2025/2026 SY.

MOTION #24-10 by Vice-President Andrés Quintero to approve Action Item 10.1 as presented. MOTION #24-10 was seconded by Clerk Minh Pham.

MOTION #24-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10.2 Approve the Amergis Healthcare Staffing Inc. contract for the 2025/2026 SY.

MOTION #25-10 by Vice-President Andrés Quintero to approve Action Item 10.2 as presented. MOTION #25-10 was seconded by Member Minh Pham.

MOTION #25-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 11. 1, 11.2, 11. 3, 11. 4, 11. 5, 11. 6, 11. 7, 11. 8, 11. 9, 11.10, and 11.11.***

MOTION #26-10 by Member Corina Herrera-Loera to approve Agenda Items *11. 1, 11.2, 11. 3, 11. 4, 11. 5, 11. 6, 11. 7, 11. 8, 11. 9, 11.10, and 11.11* as presented. MOTION #26-10 was seconded by Vice-President Andrés Quintero.

MOTION #26-10 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12. Closed Session

12. 1 Recess to Closed Session

Public Comment:
Victor Vasquez

The Board recessed to closed session.

13. RECONVENE TO OPEN SESSION

13.1 Report of Action Taken in Closed Session.

President Linda Chavez said there was a quorum.

Counsel Rogelio Ruiz reported the following:

12.4 In the matter of Jane Doe versus Alum Rock Union School District, Santa Clara County case no. 24CV435022 Motion made by Clerk Minh Pham and seconded by President Linda Chavez unanimously approved the settlement agreement releasing claims with the plaintiff of the case settlement the district will be $50,000.00 total to the plaintiff in dismissal to the lawsuit and release of all claims arising from or reconnection this settlement is subject to Board approval. Minors are compromised.

Assistant Superintendent Torrico reported the following:

12.5 Public Appointment Interim Assistant Superintendent of Instructional Services. Motion made by Vice-President Andrés Quintero and seconded by Member Corina Herrera-Loera. The Board unanimously voted and appointed Daniel Burns as Interim Superintendent of Instructional Services.

There were no further actions to report.

14. Future Board Agenda Requests

14.1 Future Board Agenda Requests

15. ADJOURNMENT

15.1 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 11:14 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk
mc

12.2

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: October 27, 2025

Subject: **Approval of Fundraising Activities**

Type: Action (Consent)

Support Information: The District has received fundraising requests as summarized on the attached sheet dated November 6, 2025.

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve these fundraising event requests.

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

To the Board of Trustees:

Recommend Approval

12.2
Agenda Placement

Meeting: November 6, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
November 6, 2025

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Aptitud Academy	Panda Express Sales	Booster Club	11/14/25-11/14/25
Aptitud Academy	Chuck E. Cheese Sales	PTA	10/23/25-10/23/25
Aptitud Academy	Bookfair Sales	PTA	09/22/25-09/26/25
Ocala STEAM	School Spirit Sales	ASB	10/20/25-02/13/26
Ocala STEAM	Scholastic Bookfair Sales	ASB	10/01/25-05/30/26
Russo/McEntee Academy	Harvest Festival Sales	ASB	11/06/25-11/06/25
Russo/McEntee Academy	Panda Express Sales	ASB	11/03/25-11/06/25
Russo/McEntee Academy	Scholastic Bookfair Sales	ASB	10/20/25-10/24/25
Sheppard Middle	Boo Grams Sales	ASB	10/27/25-10/30/25
Sheppard / VAPA	See's Candies Sales	AYA	11/12/25-12/03/25

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Aptitud Academy Date: 9/10/25

Description of Event: Type Panda Express Vendor Panda Express

Purpose for Event: to fundraise for school events, gator store, and school field trips.

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): ✓

Proposed Date(s) of Event: 11/14/25 Time of Event: All day

Contact Person: Stephanie Caracheo / Kathleen Garcia

Location of Proposed Activity: Nationwide Panda Express

Status of Event (please check one): ☑ New Event ☐ Held previously (years): _____

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed?	Yes ☐	No ☐	N/A ☐
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ☐	No ☒	
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes ☐	No ☒	

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 9/16/25
Signature Date

Reviewed by Business Services Maria Neish Date: 10/28/2025

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Aptitud Academy Date: 9/12/25

Description of Event: Type Chuck E. Cheese Vendor Chuck E. Cheese

Purpose for Event: to fundraise for school events, gator store, end of the year celebrations, and school programs.

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): ✓ PTA

Proposed Date(s) of Event: 10/23/25 Time of Event: 3:00 pm - 9:00 pm

Contact Person: Stephanie Carachea / Kathleen Garcia

Location of Proposed Activity: Chuck E. Cheese

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2024-2025

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: Maura Dever 10/28/2025
Signature Date

Reviewed by Business Services: _____ Date: 9/16/25

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

BUSINESS OFFICE
OCT 17 2025

Fundraiser #: _____ **(From Financial Plan)**

School Name: Aptitud Academy Date: 9/12/25

Description of Event: Type Book Fair Vendor Scholastics Books

Purpose for Event: to fundraise for school events, gator store, school programs, and field trips.

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 9/22 - 9/26/25 Time of Event: All day 8:00 - 3:30pm

Contact Person: Stephanie Caracheo / Kathleen Garcia

Location of Proposed Activity: Back Stage Room

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2025.

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 9/16/25
Signature Date

Reviewed by Business Services: Maria Deuk Date: 10/28/2025

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 11 (From Financial Plan)
School Name: Ocala STEAM Academy Date: 10/8/25
Description of Event: Type School spirit Vendor MA Grams
Purpose for Event: School spirit, safety, welcoming environment, Community building
If selling food what are the items: MA Brand and package size:
Explain how food is handled/stored prior to or day of event: N/A
Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other):
Proposed Date(s) of Event: Oct. 20-31, NOV 14-17, DEC 15-19 Feb 9-13 Time of Event: during lunch
Contact Person:
Location of Proposed Activity: Ocala STEAM Academy
Status of Event (please check one): ☒ New Event ☐ Held previously (years):

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed?	Yes ☐	No ☐	N/A ☒
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ☒	No ☐	
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes ☒	No ☐	

ASB Advisor: _____ (Signature) 10/8/25 (Date)

Student Council Approval Date: 10/15/25 (Middle Schools must attach minutes)
Student Council Representative: Yanile Martinez (Signature) _____ (Date)
Principal Approval: _____ (Signature) 10/15/25 (Date)
Reviewed by Business Services: _____ Date: 10/28/2025

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS _____ Date: _____
  Approved _____ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
  Director, MOT: _____ Date: _____
  Operations Mgr.: _____ Date: _____
  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 12 **(From Financial Plan)**

School Name: Ocala STEAM Academy Date: 10/8/25

Description of Event: Type Scholastic Book Fair Vendor Scholastic

Purpose for Event: Support literacy and provide books for classrooms.

If selling food what are the items: N/A Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: Oct.-Nov / Apr.-May Time of Event: during lunch, after school

Contact Person: Cristina Bustamante

Location of Proposed Activity: Ocala STEAM Academy

Status of Event (please check one): ☒ New Event ☐ Held previously (years): _____

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☒

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☒ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☒ No ☐

ASB Advisor: _____ (Signature) 10/8/25 (Date)

Student Council Approval Date: 10/15/25 (Middle Schools must attach minutes)

Student Council Representative: Yanile Martinez (Signature) _____ (Date)

Principal Approval: _____ (Signature) 10/15/25 (Date)

Reviewed by Business Services: _____ Date: 10/28/2025

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Russo Mercer Academy Date: _____

Description of Event: Type Harvest Festival Vendor _____

Purpose for Event: TO fundraise for School events, Husky Store, School supplies, School programs

If selling food what are the items: Hot dogs Brand and package size: _____

Nachos, Chips, Soda individually wrapped & cooked

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 11/6/2026 Time of Event: 5:00pm-6:30pm

Contact Person: Selena Garcia | Tanu Kohli

Location of Proposed Activity: _____

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2024, 2025

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed?	Yes	☒	No	☐	N/A ☐
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes	☐	No	☒	
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes	☐	No	☒	

ASB Advisor: _____ Signature _____ Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 10/22/25 Date

Reviewed by Business Services: _____ Date: 10/28/2025

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director.

  CNS _____ Date: 10/27/25

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Russo McEntee Academy Date: _____

Description of Event: Type Panda Express Vendor Panda Express

Purpose for Event: Fundraise for school events, Husky Store, end of year celebration, and school programs

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 11/3 - 11/6 Time of Event: 8:00am-9:00pm

Contact Person: Seona Garcia / Tami Konii

Location of Proposed Activity: _____

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2024-2025

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed?	Yes ☐	No ☒	N/A ☐
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ☐	No ☒	
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes ☐	No ☒	

ASB Advisor: _____ Signature _____ Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 10/22/25 Date

Reviewed by Business Services: _____ Date: 10/28/2025

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Russo McCentel Academy Date: _____

Description of Event: Type Book Fair Vendor Scholastic Books

Purpose for Event: Fundrause for school events, Husky Store School Supplies, School Programs

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: ✓ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 10/20 - 10/24 Time of Event: 800am - 3:00pm

Contact Person: Selenagarcia / Tanu Kohli

Location of Proposed Activity: Library

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2024 - 2025

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed?	Yes ☐	No ☒	N/A ☐
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ☐	No ☒	
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes ☐	No ☒	

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 10/22/25
Signature Date

Reviewed by Business Services: _____ Date: 10/28/2025

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Sheppard Date: 9/10/25

Description of Event: Type Boo Grams Vendor various

Purpose for Event: fundraising for school activities

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 10/27/25/10/30/25 Time of Event: lunch

Contact Person: Brieana White

Location of Proposed Activity: Sheppard

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2024-25

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☑

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☑ No ☑

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☑ No ☐

ASB Advisor: Brieana White (Signature) 9/12/25 (Date)

Student Council Approval Date: 9/12/25 (Middle Schools must attach minutes)

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: Douglas Kleinhuz (Signature) 9/12/25 (Date)

Reviewed by Business Services: Maria Dewz Date: 10/28/2025

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Sheppard / VAPA Date: 9/19/25

Description of Event: Type See's Candies Sale Vendor See's

Purpose for Event: Raise funds for field trips

If selling food what are the items: candy Brand and package size: See's, size varies

Explain how food is handled/stored prior to or day of event: Packaged items will be stored in a cool environment until picked up by students

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): Alliance for Youth Achievement

Proposed Date(s) of Event: 11/12/25 - 12/3/25 Time of Event: Outside of school hours

Contact Person: Shaylyn Ordaz

Location of Proposed Activity: Off campus

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2025

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☑

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☑ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☑

ASB Advisor: _____ Signature 9/19/25 Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 9/24/25 Date

Reviewed by Business Services: _____ Date: 10/28/2025

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

12.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: October 24, 2025

Subject: **Approval of Annual Developer Fees 2024-2025**

Staff Analysis: Government Code Section 66006 requires local agencies, including school districts, which are collecting developer fees to provide an annual accounting of such fees. In accordance with GC 66006(b) (1) the information is required to be made available to the public within 180 days of the last day of the fiscal year, and shall include the following information for the prior fiscal year:

(A) A brief description of the type of fee in the account or fund.
(B) The amount of the fee.
(C) The beginning and ending balance of the account or fund.
(D) The amount of the fees collected and the interest earned.
(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
(H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

This summary report provides the required information and is presented for review and approval in accordance with Government Code Section 66006.

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Annual Accounting of Developer Fees 2024-2025 as presented.

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

To the Board of Trustees:

Recommend Approval

12.3
Agenda Placement

Meeting: November 6, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Date: October 24, 2025

Annual disclosure of Developer Fees: Fund 25 for the fiscal year 2024-2025.
And disclosure per Section 66001, Subsection (d) (2)

Government Code Section 66006(b) requires any public agency collecting developer fees to report annually on the status of these funds. The report contained herein is the status report of developer fees collected during the fiscal year ended June 30, 2025.

The statutory developer fee rates are:

$2.24 for residential properties
$0.32 for commercial properties.

Alum Rock Union Elementary School District receives 60% of the fees collected.
The remaining 40% is credited to the appropriate high school district.

There have been no changes to the fee amounts charged since the adoption of resolution #29 in 2014-2015.

Total fees collected in 2024-2025 fiscal year were $84,074.96.
Interest earned in the account was $30,876.71.

Beginning fund balance as of July 1, 2024 was $822,762.11.

Ending fund balance as of June 30, 2025 is $928,663.78.

There was no deficit spending in 2024-2025 fiscal year.

There were no refunds during the 2024-2025 fiscal year.

There were no administrative fees transferred to the General Fund during the 2024-2025 fiscal year.

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

12.4

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: November 6, 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: General and Restricted

Recommended Action: It is the recommendation of the Interim 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:

Recommend Approval

12.4
Agenda Placement

Meeting: November 6, 2025
Regular Board Meeting

Sandra García, Interim 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
Student Support Services Dr. Kiela Jimenez	11/21/2025- 06/30/2026	Boys & Girls Clubs of Silicon Valley	$33,811.00	The Boys & Girls Clubs of Silicon Valley will provide tutoring. homework assistance, and enrichment activities during ARUSD Intercession programs in November 2025, February 2026 and April 2026 for up to 100 students per intercession. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	12/01/2025- 06/30/2026	Grail Family Services	$10,000.00	Grail Family Services will provide a program Yes We Can…, READ (Plus) after school supporting TK, K, 1ST grade students at Aptitud. The program engages parents through workshops and family literacy nights, and pairs student with trained volunteer mentors who provide one-on-one reading and math enrichment session outcomes and family engagement. Funding: Restricted
Transportation Derek Zabaldo	11/07/2025- 06/30/2028	TAG/AMS Inc.	$3,500.00	TAG/AMS Inc. will provide drug and alcohol testing for the transportation department employees (Pre-employment, Random and Reasonable suspicion). Funding: General
Transportation Derek Zabaldo	07/01/2025- 06/30/2028	Service Station Systems	$21,125.52	Service Station Systems provide service fuel dispenser and environmental testing. Multi-year contract three (3) years. Pricing includes: testing materials, labor, and administration costs. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

M.O.T. Eric Wasinger	11/07/2025- 11/30/2025	WeFit Building Services, Inc.	$600.00	WeFit building Services provides extraction to remove any potential bacteria from the carpet, and also removes any odors that are present in the carpet located in classrooms D3 and D4 at Renaissance Academy at Mathson. Funding: Restricted

Docusign Envelope ID: F80D1F2E-8715-4B25-A6A4-B0F7E4602025

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. 015725

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: Boys & Girls Clubs of Silicon Valley

Address: 15 W. San Fernando St City: San Jose State: CA Zip: 95113

Phone: (408) 889-1362 Email Address: mark.washbush@bgclub.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 21, 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 Boys & Girls Clubs of Silicon Valley will provide tutoring/homework assistance and enrichment activities during ARUSD Intercession programs in November 2025, February 2026 and April 2026 for upto 100 students per intercession.

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:** $33,811.00 (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
060	2600	0	5815	00	1110	1000	020300	360	7392	$33,811.00	10/24/25

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

SCOPE OF WORK 2025-2026
INTERSESSION PROGRAMMING

This Scope of Work ("SOW") is made and entered into as of October 22, 2025 ("Effective Date"), by and between ALUM ROCK UNION SCHOOL DISTRICT (hereinafter referred to as "PARTNER") and BOYS & GIRLS CLUBS OF SILICON VALLEY (hereinafter referred to as "PROVIDER"). In consideration of the mutual covenants and agreements set forth herein, the parties agree to the following terms and conditions:

A. TERM OF AGREEMENT: The term of this SOW shall commence on November 21, 2025 (the "Commencement Date") and shall expire on June 5, 2026, unless sooner terminated in accordance with the terms of this AGREEMENT.

B. OPERATING LOCATIONS AND DATES: Intersessions are short breaks or periods between academic sessions or terms. PROVIDER will ensure that services will operate every day for eleven (11) days at the locations listed below. Operating hours are from 8:00am until 5:00pm, for the following intersession days:

Location(s)	Dates	Days
Renaissance Academy at Mathson	November 24, 25, 26 |2025	3
TBD	February 17, 18, 19 | 2026	3
TBD	April 6, 7, 8, 9, 10 | 2026	5
	TOTAL	**11**

ENROLLMENT

- The program will serve a maximum of one hundred (100) students per intersession.

C. COMPENSATION: For the full performance of this MOU, PARTNER shall pay PROVIDER $33,811.

D. PAYMENT TERMS: PARTNER shall pay PROVIDER in one (1) installment the amount of $33,811. Payment shall be paid within two business weeks of date of invoice.

Billing Address:
Alum Rock Union School District
Attn:
Address: 2930 Gay Avenue, San Jose, CA 95127

E. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. PROVIDER's signatures below signify both an understanding and acceptance of the contract (MOU) provisions.

PARTNER
Alum Rock Union School District
By:

Name: Sandra Garcia
Title: Interim Superintendent
Date:

PROVIDER
Boys & Girls Clubs of Silicon Valley
By:

Name: Mark Washbush
Title: Chief Program Officer & Chief Strategy Officer
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. 017569

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: Grail Family Services (GFS)

Address: 2003 E San Antonio Street City: San Jose State: CA Zip: 95116

Phone: (408) 347-7892 Email Address: vgoei@gfsfamilyservices.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on December 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").

GFS will provide a program Yes We Can...READ (Plus) after school supporting TK. K, 1st grade students at Aptitud. The program engages parents through workshops and family literacy nights, and pairs students with trained volunteer mentors who provide one-on-one reading and math enrichment sessions after school to improve academic outcomes and family 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.

X b. **Other:** $ 10,000.00 (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
060	2600	0	5815	00	1110	1000	020200	360	7392	$10,000.00	10/24/25
											10/27/25

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

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GFS[SM]
Grail Family Services

Memorandum of Understanding (MOU)
between **Grail Family Services and**
Alum Rock Union Elementary School District
FY 2025-2026

This Memorandum of Understanding (MOU) establishes the working relationship between **Grail Family Services**, a 501(c)(3) entity located at 2003 E. San Antonio Street, San Jose, CA 95116, hereinafter referred to as **"GFS"** and **Alum Rock Union Elementary School District**, located at 2930 Gay Avenue, San Jose, CA 95127, hereinafter referred to as **"ARUSD"** in the **Yes We Can...READ (Plus) Initiative**, hereinafter referred to as **"YWCR+."**

GFS and **ARUSD** understand that **YWCR+** is continually evolving and, therefore, flexibility is a crucial component in the successful creation and implementation of this initiative. In addition, both recognize the important role of clear communication in determining and carrying out every phase of **YWCR+**.

I. Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the implementation of **YWCR+**. This MOU will set forth the principles and procedures to which the agencies will be bound.

YWCR+ is intended to educate parents and caregivers about the importance of reading aloud and sharing stories in the home; to increase lines of communication between parents and teachers; to utilize a variety of volunteers as classroom mentors and to ultimately improve children's reading abilities through consistent exposure to books and read aloud sessions. Because current research shows that early math is as strong a predictor of academic success as literacy, we have added an early math component to YWCR. This means that as a part of the Mentor Sessions, Parent Engagement Workshops, and Family Literacy Nights, participants will receive support in early math concepts through books and activities that introduce skills such as number sense, representation, spatial sense, measurement, and problem solving. To support this goal, **GFS** and **ARUSD** will fully participate in the planning, delivery and evaluation of **YWCR+.**

The proposed project will serve adults and their children that reside primarily in the Mayfair community of East San José in Santa Clara County. The Mayfair community is a predominantly Latino community. Estimates from the 2000 U.S. census show that 80 percent of the population is of Hispanic/Latino origin and 25 percent of the neighborhood's population lives below the poverty line, with a median household income of $36,712. The Mayfair community has been designated as a child poverty zone by Santa Clara County because of the disproportionately high number of children under five living in poverty.

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FY 2025-2026

The specific activities relative to the initiative include:

- This project will be implemented during the 2025-2026 school year at the ARUSD, Aptitud Academy. The project will be implemented in person, virtually or using a hybrid model, as the situation allows.

- **GFS** staff will train and recruit corporate and community volunteers and match them with transitional kindergarten, kindergarten and selected first grade students attending Aptitud Academy. GFS will secure the fingerprints and Tuberculosis (TB) clearance for all the volunteers.

- **GFS** will implement 6 parent workshops at Aptitud Academy. GFS will facilitate these workshops and teachers will participate in order to engage parents in activities that would strengthen communication.

- **GFS** staff and/or in conjunction with community partners such as The San Jose Public Library will implement 2 Family Literacy Nights 1 of which will take place at Aptitud Academy and the other at GFS, SJPL, or at a site of a community partner.

- Pre and post evaluations will be conducted by **GFS** staff of the corporate volunteers (i.e. receiving community) as a form of measurement.

- Trained volunteer mentors will provide one-on-one read-aloud and math thirty-minute sessions. Each volunteer mentor will work individually with four children once a week for ten to twelve weeks.

- Each ten-week cycle will be conducted once in the fall and once in the spring of the academic school year.

- Scores for all student assessments in TK, K, and 1st grade (ESGI, or any other assessment utilized by the school), which are administered at the beginning and at the end of the school year by the **ARUSD** teachers will be made available to **GFS** including all domains in reading and math for purposes of assessing program outcomes.

- This is an after-school program, held in partnership with Aptitud Academy, that runs from 3:30 p.m. to 6:00 p.m. and the workspace will be determined by the discretion of the principal.

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FY 2025-2026

- Both **GFS** and **ARUSD** should ensure that **YWCR+** activities are conducted in compliance with all applicable Federal and State laws, rules, and regulations including Civil Rights issues.

II. Background

GFS fosters the learning and the empowerment of vulnerable families with young children through the delivery of programs that educate, develop leadership skills, and build a sense of community. Its vision is to become an incubator of quality, result oriented, programs that educate, develop leadership, and build a sense of community.
Alum Rock is a family-oriented community committed to its children and schools. The City of San José provides a wealth of cultural, recreational, and entertainment activities for all ages in one of the most pleasant climates in the country.

ARUSD schools are neighborhood schools. Classrooms and schools represent the demographics of East San José. Parent involvement, community support, English classes, and health outreach services all contribute to school improvement. Standards-based instructional materials and immaculate campuses make **ARUSD** schools a fine place to work and grow as a teacher.

ARUSD serves a student body rich in racial, ethnic, and cultural diversity. Our curriculum is designed to meet the needs of all students. Professional Development is provided for teachers to assist students in reaching their full potential. The district provides a supplemental instructional program for English Learners as well as programs for gifted students and students with special needs.

ARUSD staff is committed to high expectations of achievement by delivering effective instruction that result in outstanding student performance.

III. Goals of YWCR+

YWCR+, a community based project will:
- Improve the literacy skills of children attending the targeted and identified ARUSD schools
- Improve the early math skills of children attending the targeted ARUSD schools
- Increase parents' engagement in their children's learning activities
- Facilitate meaningful interaction and cultural exchange between low-income children residing in East San José and employees of the corporate sector working in Silicon Valley

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FY 2025-2026

IV. GFS Responsibilities under this MOU

- Serve as the fiscal agent for this project
- Recruit and train all volunteers
- Facilitate volunteer training and prerequisites
- Conduct workshops for adults/parents
- Provide overall project management and leadership
- Chair the YWCR+ Advisory Committee and oversee work therein
- Facilitate feedback reporting to all volunteer/mentors
- Facilitate the reporting of evaluation data to all stakeholders
- Secure total of $176,669 to cover program operations, staff salaries, and support families as required for the successful execution of the program.

V. ARUSD Responsibilities under this MOU

- Provide $10,000 to GFS in financial support for YWCR+ to provide materials, facilitation, childcare, and refreshments for the adult/parent engagement workshops.
- Provide for the compensation of teachers when extended duty is required to participate in the parent workshop sessions in support of YWCR+.
- Encourage and support school site participation. Make available student assessments (e.g ESGI, or any other assessment utilized by the school), at the beginning of program and at the end of the program including all domains in reading and math for the purpose of assessing program outcomes.
- Make space available at Aptitud Academy for mentors to conduct mentoring sessions during school operating hours.
- Make space available at Aptitud Academy for GFS staff to conduct Parent Engagement Workshops during school hours and after school hours.
- Make space available at Aptitud Academy for Family Literacy Night events.
- Provide internet access necessary to complete the scope of work
- Provide access to school communication platforms for ongoing program communication and support to families
- To share the student's test score at the end of the school year with GFS.

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Alum Rock Union Elementary School District
FY 2025-2026

VI. Shared Decision-Making

GFS and **ARUSD** understand that during the implementation process, innovations may necessitate a divergence from the original implementation/work plan. We agree that **ARUSD** will be notified and be present at the discussions centered on significant program changes and changes that impact the evaluation of **YWCR+**. Changes to the original implementation/work plan need to be negotiated and have full consent of both parties before the changes are implemented. In addition, **GFS** and **ARUSD** agree to communicate with one another regarding any organizational changes that arise, including, but not limited to, changes in key personnel.

VII. Dispute Resolution

This agreement includes a mutual commitment to attempt to resolve any disputes or disagreements that may emerge while working in collaboration. Initially when a dispute occurs, we will use our collaborative skills to adequately problem-solve these issues. However, if we cannot reach consensus, a third party will be asked to help resolve the conflict. Any cost associated with the third party mediation will be borne equally by **GFS** and **ARUSD**.

In the event mediation does not resolve conflict, both parts will agree to dissolve the partnership.

VIII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of **GFS** and **ARUSD** authorized personnel. It shall be in force from **December 1, 2025, to June 5, 2026**.

GFS and **ARUSD** indicate agreement with this MOU by their signatures.

Please sign and return one copy of this memorandum of understanding as evidence of your understanding and agreement with the terms and conditions defined herein.

Docusign Envelope ID: 71A14339-B053-4588-9DE5-1A2A4950B3F3

GFS[SM]
Grail Family Services

Memorandum of Understanding (MOU)
between **Grail Family Services and**
Alum Rock Union Elementary School District
FY 2025-2026

Dr. Kiela Jimenez Date Director, State & Federal Programs,
Alum Rock Union Elementary School District

Sandra Garcia Date Interim Superintendent
Alum Rock Union Elementary School District

Signed by:
Veronica Goei 10/23/2025
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Veronica Goei Date Executive Director
Grail Family Services

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. 257666

FROM: Transportation Department (School/Dept.) VENDOR NO. _____

Submitted by: Derek Zabaldo

☑ **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: TAG/AMS INC

Address: 10572 CHESTNUT STREET City: LOS ALAMITOS State: CA Zip: 90720

Phone: (562) 280-0177 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 07, 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").

PROVIDE DRUG AND ALCOHOL TESTING FOR THE TRANSPORTATION DEPARTMENT EMPLOYEES. (PRE-EMPLOYMENT, RANDOM AND REASONABLE SUSPICION)

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:** $3,500.00 (describe rate agreement) COST IS $3,500.00 PER YEAR.

REFERENCE MASTER CONTRACT

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	3600	000000	470	3270	3,500.00	M. Deu 10/17/25

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

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TAG/AMS, Inc

AGREEMENT – Client ID # 1430

This Agreement is made this 16 day of October, 2025, by and between AMS (Aviation Medical Systems), a division of TAGAMS, Inc. with its principal place of business located at 10572 Chestnut Street Los Alamitos, CA 90720 (and hereafter called AMS) and ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT with its principal office located at 2930 Gay Avenue San Jose, CA 95127 and hereafter called the "Client"' and defines the services that AMS will provide to the Client.

I. TERMS

The terms of this contract agreement shall begin on the date of the signing of this contract agreement and will remain in effect for a period of one-year ending on the first anniversary date of this contract agreement. This contract agreement is renewable on a one-year basis following the initial one-year contract agreement term, provided TAGAMS notifies client at least 90 days prior to renewal and client acknowledges receipt of renewal notification either via email or registered mail.

II. FEE SCHEDULE

Fees for service to be performed /supplied by AMS are quoted as follows:

Annual Renewal Fee.....300.00
New Account Setup Fee.....50.00
D.O.T. Alcohol Test (Pricing set by individual clinic, it could be higher) .....60.00 +
Drug Test & Result **w/CRL, eScreen or Quest**.....100.00
Urine Collection Fee is included if a Marketplace or In Network Collection site is used

Note: Additional charges may apply for NON-Marketplace or Out of Network Collection Sites used or special services, such as 24-hour service, weekend collections, on-site collections, etc. These additional charges are your Company's responsibility and will be passed along to you.

All tests include courier services to the CRL & eScreen & Quest.

III. PROGRAM IMPLEMENTATION

Implementation of this contract agreement will proceed as follows:

a. AMS will initiate a DOT compliance policy and program for the client.

b. AMS will provide employee drug testing selection protocol to include:

1. Pre-employment
2. Random
3. Reasonable Suspicion/ Cause
4. Post-accident
5. Return to Duty
6. Follow-up

c. Laboratories certified by HHS under the National Laboratory Certification Program (NLCP) will be utilized for the testing of biological specimens for this testing program.

d. Authorized Medical Review Officers (MRO) contracted or employed by AMS will review and reporting of positive and negative test results.

e. MRO record retention requirements. (1) Records concerning drug tests confirmed positive by the laboratory shall be maintained by the MRO for 5 years. Such records include the MRO copies of the custody and control form, medical interviews, documentation of the basis for verifying as negative test results confirmed as positive by the laboratory, any other documentation concerning the MRO's verification process.

(2) Should the employer change MRO's for any reason, the employer shall ensure that the former MRO forwards all records maintained pursuant to this rule to the new MRO within ten working days of receiving notice from the employer of the new MRO's name and address.

f. A Federally required reporting and certification of Client will be provided by AMS and reported to the DOT under current regulations.

g. AMS will provide rehabilitation referral services for Client employees as required. Charges for these rehabilitation referral services will be quoted as the need arises.

IV. COORDINATION OF ACTIVITIES

All activities described in Paragraphs I and III will be coordinated through one Person within the Client Corporation by representatives to AMS to ensure proper implementation.

V. INDEMNIFICATION

AMS is an independent contractor providing the Client with the administration of mandated drug testing programs described herein, and a system of services to support the reliability of such a program in legal and administrative proceedings. AMS agrees to indemnify the Client, its affiliates, and its respective trustees, officers, directors, agents and employees, past or present, harmless from and against any and all claims, causes of action, fees, liabilities, damages, expenses (including reasonable attorney's fees) and costs, alleged or incurred by third parties arising out of or relating to any operations, acts or omissions of AMS or any of its employees or agents in the exercise of AMS's rights or the performance of AMS's obligations under this Agreement, whether or not the party bringing the claim prevails.

As an independent contractor, AMS shall not be deemed to be engaged either directly or indirectly in the business of the Client or deemed to be an agent of the Client. AMS does not have any control of the enforcement of the Client's policy or actions of the Client's personnel. The Client agrees to indemnify and hold harmless AMS, its parents, subsidiaries, and affiliates from any loss, including attorney fees and court costs, damage or claim brought by third parties, or whatever nature, allegedly, arising out of or resulting from any willful act or any negligent act of omission on the part of the Client, its agents, or employees, whether or not the party actually bringing the claim actually prevails.

VI. FORCE MAJEURE

AMS shall not be held responsible or liable to the Client for failure or delay in performance by AMS which is not otherwise excused, and which results from or is due to, directly or indirectly an in whole or part, any cause, or circumstances beyond the reasonable control of AMS. AMS shall provide prompt written notice and take all steps necessary to mitigate the effect of the force majeure event. If the force majeure event extends beyond 30 days total, either party may terminate this agreement upon written notice.

VII. PAYMENT TERMS

Payment terms are net thirty (30) days after the date of any invoice of AMS to the Client. All overdue payments shall be subject to an additional interest and service charge calculated at the rate of one- and one-half percent (1.5%) per month from the due date until the date of payment.

VIII. LOSS OF VERIFICATION

Should either party for any reason violate the terms of the contract agreement or mandated compliance, they shall (if the violations cannot be satisfied) have the right to cancel this contract agreement in writing and shall notify the appropriate contracting or regulating agency of the violations of the compliance program and shall notify said agency that AMS is no longer responsible for administration of said program.

IX. ENTIRE AGREEMENT

These terms and conditions shall constitute the entire agreement and understanding between AMS and the Client. This Agreement supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, express or implied, written, or oral, between the parties.

X. SURVIVAL OF AGREEMENT

The provisions of this contract agreement relating to indemnification and confidential information shall survive any expiration or termination of this agreement.

XI. CONFIDENTIALITY

AMS agrees that all information related to the Client, including all employee name, records, test results, medical information, shall be treated as confidential information. AMS will not disclose any of confidential information, directly or indirectly, to third parties (except as provided herein), or use any of the information in any manner, either during the term of this Agreement or at any time thereafter, except as required to provide the services to the Client as described herein. AMS shall not disclose the terms of this Agreement to third party without the prior written consent of the Client.

XII. INDEPENDENT CONTRACTOR

This Agreement shall not render AMS an employee, partner, agent of, or joint venture with the Client for any purpose. AMS shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

XIII. INSURANCE

AMS represents and warrants that it has in place and will maintain throughout the term of this Agreement, liability insurance, licenses and permits as necessary for conducting the services for the Client.

XIV. CHOICE OF LAW

This Agreement shall be governed in all respects by the substantive laws of the State of California. California shall have exclusive jurisdiction of any action or proceeding relating to or arising under or in connection with this Agreement.

XV. MODIFICATION

No amendment change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

XVI. WAIVER

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

XVII. ASSIGNMENT

AMS shall not assign any of their rights under this Agreement or delegate the performance of any of their duties hereunder, without the prior written consent of the Client.

XVIII. UNENFORCEABILITY OF PROVISIONS

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

TAG/AMS, Inc

ACCEPTED BY:

Date_____ Date _____

_____ _____

Program Manager

Rick Denver

President

Client ID # 1430

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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: Transportation (School/Dept.) VENDOR NO. 13322

Submitted by: Derek Zabaldo, Transportation Manager

☑ **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: Service Station Systems, Inc.

Address: 680 Quinn Avenue City: San Jose State: CA Zip: 95112

Phone: (408) 971-2446 Email Address: Brian.Able@servicestationsystems.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 1, 2025, and will diligently perform as required and complete performance by June 30, 20 28, 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 service fuel dispenser and environmental testing. Multi-year contract three (3) years. Pricing includes: testing materials, labor, and administration costs.

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:** $ 21,125.52 (NTE) (describe rate agreement) 2025-2026 Year 1: $7,041.84

2026-2027 Year 2 - $7,041.84 and 2027-2028 Year 3 - $7,041.84

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	3600	000000	470	3270	$7,041.84	M. Neu 10/23/25

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

Service Station Systems, Inc.

Service Station Systems, Inc.
680 Quinn Ave
San Jose, CA 95112
(408) 971-2445

CCB# 485184

QUOTATION

DATE: 02/26/25
QUOTE: 104430
EXPIRE DATE: 5/26/2025

To: Alum Rock School District
2930 Gay Ave San Jose, Ca

Attn: America Perez

Subject: 2025 - Compliance Testing - Alum Rock School District

Site: 2930 Gay Ave San Jose, Ca

Project: Complete annual DO Inspections (includes 12 DO inspections in 1 calendar year)
Complete annual monitoring certification
Complete annual air quality testing

Prevailing Wages Applies

PO Num:

DETAILED SCOPE OF WORK

Monthly DO Inspections (Per Visit: $283.00)
Travel to/from site, review all site documentation and complete D.O. Inspections
New Hire and Annual Employee training are provided during the Monthly inspections and any special trips for Training would be at T & M
Complete agency submittals as applicable and all administrative costs

Annual Monitoring Certification
Confirm scheduling with inspection
Travel to site & set up safe working area
Meet with inspector and complete full monitoring certification with inspector
Document all monitoring certification results
Travel from site and complete QA/QC of all test results
Submit test results to inspecting agency
Submit test results to customer for documentation
Pricing includes: testing materials, labor, administration costs

Annual Air Quality Inspections
Confirm scheduling with inspection
Travel to site & set up safe working area
Complete air quality testing (as required)
Document all air quality testing results
Travel from site and complete QA/QC of all test results
Submit test results to inspecting agency
Submit test results to customer for documentation
Pricing includes: testing materials, labor, administration costs

EXCLUSIONS

Assumes DO Inspections cover 12 inspections done in 1 calendar year, if required for more, will be out of scope at T&M.
Repairs will be made on a Time & Materials rate of $155.00 per hour plus 20% mark-up on Parts. We will attempt to make any repairs necessary on the date of the test in order to eliminate a return trip
Disposal of any Waste Material's generated during testing would be the customer's responsibility
No Drum on site for hazardous disposal, drum will be provided by SSS at additional cost of $50.00 per site
Excludes any repairs/replacement of any equipment.
Excludes any core value charge for parts and installation items that are provided by SSS, all charges will be responsibility of the customer
Product lines have been fully purged and dispensers are in full manual operation
Assumes tanks are below grade for gravity drop of fuel (if required for fuel transfers)
Excludes any repairs to any other equipment or parts except as listed above
SSS will not be responsible for site lost revenue for any reason
All work to be performed during regular and routine business hours
Any work performed after-hours for any reason will be charged premium rates
EXCLUDES cost and acquisition of permits - service avail at Time & Materials
Terms and conditions of the permit may significantly alter work scope and pricing
Removal or disposal of contaminated materials
EXCLUDES Site Image (decals, advertising signs, lighting, etc.)
Excludes Cold Start and Monitoring certification if needed
Any hardware/software issues with pre-existing equipment will be billed at T&M
Return trips needed due to network being offline / network issues will be billed at T&M
Any return trips needed due to equipment not on site or missing will be billed at T&M
Any communication cabling over 7 feet that is not provided by the customer
Dispenser communication cabling
SSS not responsible for back office software and equipment as well as customer PLU files are correct and communicate correctly with the new equipment
Excludes drum for hanging hardware disposal (assumes on is on site)
Subject to 3% processing fee for all credit card payments

MATERIAL

Misc. safety equipment (barricade tape, safety gloves, absorbent rags, etc.)
Misc. test equipment (nitrogen, drop tube testers, etc.)

PRICING

Item Number	Item Description	Quantity	Extended Price
DO FEE	Designated Operator Inspection	12	$3,396.00
TESTMONCERT	Monitor Certification	1	$2,040.00
TESTCLEANAIR	Clean Air Separator Test	1	$1,550.00
QUOTED MATERIALS	Material	1	$55.84

Payment Terms
No Deposit in lieu of signed Quote/PO. Balance due NET 10. Lien notices will be filed for jobs over $5000.00. Lien releases will be issued only upon final payment. Sales tax is estimated. Sales tax for applicable items will be added to the final invoice.

Total	$7,041.84

Initial _____

Docusign Envelope ID: C6613694-60E7-4AD2-AE6D-1D0853B40FA7

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: Eric Wasinger, Senior Executive of Bonds, Maintenance, Operations and 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: WeFit Building Services, Inc.

Address: 2403 De La Cruz Boulevard City: Santa Clara State: CA Zip: 95050

Phone: (408-390-2108 Email Address: ggarcia@wefitservices.com

SSN: _____ or Fed I.D. #: 87-1127670

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 7, 2025, and will diligently perform as required and complete performance by November 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

The service provides extraction to remove any potential bacteria from the carpet, and also removes any odors that are present in the carpet located in classrooms D3 and D4 at Renaissance Academy at Mathson.

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:** $600.00 (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	$600.00	MN 10/27/25

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

September 15, 2025

Juan Mendoza
Maintanance Manager
Alum Rock School District
2050 Kammerer Ave.
San Jose, CA 95116

Dear Juan,

WeFit Building Services, Inc is respectfully submitting the following proposal to provide carpet cleaning services for your site located at **above address:**
Per the work detailed below, our quote is as follows:

Items	Services	Services Fee
Rooms D3 & D4	Provide carpet cleaning/sanitizing Steam Portable Extraction	$600.00

We thank you again and look forward to any questions that you may have. I can be reached at 650.776.2923.

Sincerely,

Gustavo Garcia

Gustavo Garcia

ACCEPTANCE OF PROPOSAL:
The above prices and specifications are satisfactory and are hereby accepted.

Client Signature

10/28/25
Date

12.5

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: October 28, 2025

Subject: Current Enrollment

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Not Applicable

Information Only

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: November 6, 2025
Regular Board Meeting

Information Only

12.5
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Oct 24, 2025 4:00:22 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	44	53	66	53	53	48	62	52	59	52	**542**	0	542	1	543
Adelante 2 K-8	27	53	45	44	47	46	52	48	40	31	**433**	0	433	0	433
Aptitud ES	39	57	66	54	64	74	75	0	0	0	**429**	35	464	0	464
Hubbard ES	31	64	71	77	72	89	72	0	0	0	**476**	26	502	1	503
Linda Vista ES	28	69	72	88	84	98	96	0	0	0	**535**	43	578	0	578
LUCHA ES	9	32	30	35	36	32	31	0	0	0	**205**	1	206	12	218
Lyndale ES	21	40	44	37	53	54	47	0	0	0	**296**	2	298	21	319
McCollam ES	30	35	41	54	50	55	57	0	0	0	**322**	33	355	0	355
Painter ES	71	71	57	66	50	56	49	0	0	0	**420**	20	440	1	441
Russo McEntee ES	24	50	37	49	47	49	47	0	0	0	**303**	39	342	0	342
Ryan ES	26	20	32	31	22	44	43	0	0	0	**218**	31	249	2	251
San Antonio ES	34	41	44	55	56	45	48	0	0	0	**323**	0	323	5	328
Ocala MS	0	0	0	0	0	0	0	210	218	300	**728**	9	737	0	737
Renaissance 2 MS	0	0	0	0	0	0	0	159	150	161	**470**	30	500	0	500
Sheppard MS	0	0	0	0	0	0	0	257	256	251	**764**	20	784	0	784
Home/Hosp	0	0	0	0	0	0	0	1	0	2	**3**	0	3	0	3
	384	**585**	**605**	**643**	**634**	**690**	**679**	**727**	**723**	**797**	**6467**	**289**	**6756**	**43**	**6799**

12.6

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: November 6, 2025

Subject: **Approve/Ratify Notices of Employment and Changes of Status/November 6, 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 Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

Recommend Approval

12.6
Agenda Placement

Meeting: November 6, 2025
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
November 6, 2025

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hires:

1.	Lopez, Juan	Adapted P.E./Special Education Dept.	10/20/2025

CERTIFICATED CHANGES OF STATUS:

II. Initial Variable Term Credential Waiver:

1.	Bisbee, Emeric	Administrative Services Credential Program	08/01/2025

CLASSIFIED PERSONNEL – November 6, 2025

CLASSIFIED OFFERS OF EMPLOYMENT:

I. Change of Status:

1. Aguilera, Angelica M	Accountant/Fiscal Services	11/03/2025
2. Garcia, Selena	Child Welfare & Attendance Liaison/ Student Support Services	11/03/2025
3. Sampognaro, Mona L	Administrative Assistant/Academic Services	10/23/2025
4. Serrano, Katia M	Child Nutrition Assistant III/Renaissance II	10/16/2025
5. West, Jennifer	Autism Intervention Assistant/Special Education	10/01/2025

II. Rehire:

1. Borrayo Basulto, Citlaly	School Office Assistant/San Antonio	10/13/2025
2. Jauregui, Sabrina M	Health Assistant/Painter	10/20/2025

III. Substitute Personnel:

1. Solorio, Kimberly	Substitute Paraeducator	10/21/2025