ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
February 12, 2026

AGENDA

Code: Regular #19-25/26
In compliance with the Americans with Disabilities Act, if you need special assistance in order to participate in the public meeting of the Board of Trustees, please contact the Office of the Superintendent at (408) 928-6822. Notification 72 hours prior to the meeting will enable the District to make reasonable accommodations.

THE MEETING WILL BE AVAILABLE FOR VIEWING LIVE VIA ZOOM WEBINAR MODE AND CAN BE ACCESSED AS FOLLOWS:
Join the Webinar from PC, MAC, iPad or Android:

https://arusd-org.zoom.us/j/86008724181
Webinar ID: 860 0872 4181
Or One tap mobile:
+6699006833, 86008724181# US (San Jose)

THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:
1. Live stream Youtube English Channel "AlumRock TV"
https://www.youtube.com/@alumrocktv5143

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

Main Governing Board

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

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

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

2. DISCUSSION AND/OR MODIFICATION(S) OF THE AGENDA

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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

3. WELCOME AND EXPLANATION TO AUDIENCE

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

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

The Brown Act prevents the Board from discussing or acting on any item not on this published agenda. Those who wish to speak on a matter within the jurisdiction of the Board but not on the agenda may provide public comment in this portion of the meeting. The Board or Administration may refer to staff for follow-up on any formal written

requests that are brought before the Board at this time. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes.

3. CLOSED SESSION - Following Closed Session, the Board Reconvenes to Public Session.

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

    1. RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 5:35 p.m. Open Session will resume at conclusion of Closed Session.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code Section 54956.8) Agency Negotiators:

    Public Property Advisors, Lisa Gillmor and Paulo Hernandez, and Sandra Garcia, Interim Superintendent and Teresa DeCelles, Assistant Superintendent of Business Services; Properties: 1300 Tallahassee Dr., San Jose, CA 95122-3939, 1824 Daytona Dr., San Jose, CA 95122-1719, 3720 East Hills Dr., San Jose, CA 95127-2418, 1290 Bal Harbor Dr., San Jose, CA 95122-1902, 277 Mahoney Dr., San Jose, CA 95127- 547, 600 Sinclair Dr., San Jose, CA 95116. Negotiating Parties: Not yet determined. Under discussion/negotiations: Prices and terms of payment.

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: Four (4) potential cases; Tort Claim of Claimant EC #25-26-007.

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of Subdivision (d) of Section 54956.9):

    (1) *C.T.L. by and through her Guardian Ad Litem, Julio Tavares v. Alum Rock Union School District, et al.*, Santa Clara County Superior Court case no. 25CV459535; (2) *Maria Gutierrez v. Alum Rock Union Elementary School District*, Santa Clara County Superior Court case no. 25CV462406; (3) *Arturo Vazquez vs Alum Rock Union Elementary School District*, Santa Clara County Superior Court case no. 24CV441801.

5. CONFERENCE WITH LEGAL COUNSEL--Appeal of Investigative Findings (Board Policy and Regulations 1312.1)

6. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE / RESIGNATION / REASSIGNMENT / NON REELECTION (Government Code 54957 and 54957.1)

7. CONFERENCE WITH LABOR NEGOTIATORS-- Employee Organization: AREA (Alum Rock Educators Association); District Negotiators: (1) Sandra Garcia, Interim Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Teresa DeCelles, Assistant Superintendent, Business.

8. CONFERENCE WITH LABOR NEGOTIATORS--Employee Organization: TEAMSTERS; District Negotiators: (1) Sandra Garcia, Interim Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Teresa DeCelles, Assistant Superintendent, Business.

9. CONFERENCE WITH LABOR NEGOTIATORS--Employee Organization: CSEA (Classified School Employees Association); District Negotiators: (1) Sandra Garcia, Interim Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Teresa DeCelles, Assistant Superintendent, Business.

4. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

1. Report of Action Taken in Closed Session

5. COMMENTS / COMMUNICATION

1. Teamsters.

2. California School Employee's Association (CSEA).

3. Alum Rock Educator's Association (AREA).

4. Alum Rock Administrator's Association (ARAA).

5. Interim Superintendent.

6. Board of Trustees.

6. PUBLIC HEARING(s) And/Or Special Order of Business

1. PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with CSEA; Re: 2025-2026 Reopeners

   The District wishes to open negotiations with CSEA for the 2025-2026 reopeners. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

2. PUBLIC HEARING. CSEA Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2025-2026 Reopeners

   CSEA Chapter 305 wishes to open negotiations with the District for the 2025-2026 reopeners. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

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

1. Approve Board Policy 0410: Nondiscrimination In District Programs And Activities- Second Reading .

2. Approve Board Policy 1312.3: Uniform Complaint Procedures-Second Reading.

3. Approve CSBA Board Policy 5145.13 – Response to Immigration Enforcement has been retired and replaced by Board Policy 1445 – Response to Immigration Enforcement.- Second Reading.

   This updated policy aligns with the requirements of **AB 495**, which mandates expanded protocols for responding to immigration enforcement. It includes comprehensive protections for all staff and incorporates a significant amount of new material.

4. Report and Recommendations of Board Ad Hoc Advisory Subcommittee re: Redistricting.

5. Presentation/Discussion: Staff will provide an update on Parent Involvement for the 2026/2027 school year related to Board Policy 6020.

6. 2026 Ballot for CSBA Delegate Assembly - Deadline is March 16, 2026. The Board may vote for no more than 4 candidates in the Region or Subregion as indicated on the ballot. All reelected and newly elected Delegates will serve two-year terms beginning April 1, 2026-March 31, 2028. Ballots must be postmarked by the U.S. Post Office on or before Monday, March 16, 2026.

7. Approve Resolution No. 50-25/26 Relative to the Organization of District Administrators through June 30, 2028.

8. Instructional Services - Board Discussion And/ Or Action (The Board may take action on any items in this section, unless it is designated for information only.)

1. Approve School Sponsored Field Trips

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.

2. 2025 California Dashboard : District Performance Overview

   The 2025 Dashboard presentation for our district highlights key performance metrics, including academic achievement, chronic absenteeism, and suspension rates, providing a comprehensive overview of our progress and areas for improvement. The data reveals trends that inform our continuous improvement efforts, aligning with our commitment to equitable outcomes for all students. This presentation serves as a critical tool for engaging stakeholders in data-driven decision-making to support student success.

3. Mid-year Report on the Annual update to the 2024 -2025 LCAP and Budget Overview for Parents

   Senate Bill 114 requires LEAs to present an update on the annual update to the Local Control and Accountability Plan (LCAP) and Budget Overview for Parents (BOP) on or before February 28 each at a regularly scheduled meeting of the governing board or body of the LEA.
   The report must include the following:

   - All available mid-year outcome data related to metrics identified in the current LCAP; and
   - All available mid-year expenditure and implementation data on all actions identified in the current LCAP.

4. Read Across America – March 2, 2026 March 2, 2026, has been proclaimed as Read Across America Day

   The Alum Rock Union Elementary School District is proud to join with the National Education Association in calling upon the staff, families, and community of this district to ensure that every child is reading with a caring adult on March 2, 2026. The goal is to celebrate a nation of diverse readers, academically engaging students while building cultural awareness, encouraging empathy and acceptance, and emphasizing the importance of racial, social, and economic justice in public education.

5. Resolution No. 39-25/26 Women's History Month – March, 2026 March 2026 has been proclaimed as Women's History Month.

   This resolution proclaims the month of March 2026 as Women's History Month and encourages all educational communities to commemorate this occasion with appropriate instructional activities. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest education for all students.

6. Resolution No.40-25/26 Arts Education Month – March, 2026 March 2026 has been proclaimed as Arts Education Month

   This resolution proclaims the month of March 2026 as Arts Education Month and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest quality education for all students

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

1. Approve the Operational Bonds Performance Audit for Measures J, I and S for Fiscal Years 2021-22, 2022-23, 2023-24

   The district hired an independent auditor, Harvey M Rose Associates, LLC, to conduct an operational bonds performance audit for Measures J, I & S for the three fiscal years, 2021-22, 2022-23, 2023-24. The firm presented the report to the Board at the January 29, 2026 Board Meeting.

2. Facilities Update Presentation

   Staff will provide updates with a presentation.

   PRESENTATION/INFORMATION

3. Approve VER Consultants Contract Agreement.

   VER Consultants will work on behalf of the District to provide consulting services to support work associated

with the development application for site improvements at the former Renaissance Academy at Fischer site.

4. Approve Quote No. Q-13608 and Quote No. Q-13609 through Miracle Playsystems Inc. for the Installation of a Primary Play Structure at the former Renaissance Academy at Fischer and the Purchase of a 20' x 20' Shade Structure (Piggyback Contract No. 010521-LTS)

   The Board of Trustees approved the purchase of a play structure for Cassell Elementary on December 15, 2022. The play structure was subsequently purchased and stored at the District Office.

   Following the finalization of anticipated school closures and campus consolidation, it was determined that the previously purchased play structure would be installed at the former Renaissance Academy at Fischer.

Item	Amount
Installation of Primary Play Structure	$193,421.88
Shade Structure (20' x 20')	$ 16,400.01
Grand Total	$209,821.89

5. Approval of Revised Section 7.1 (Termination by Owner) and 7.2 (Termination by Contractor) of the Energy Services Master Agreement between SitelogiQ and Alum Rock Union Elementary School District

   On December 18, 2025, the Board of Trustee approved an agreement with SitelogiQ to provide design and construction services for energy retrofit projects. This agreement includes the planning, development, and implementation of improvements aimed at enhancing energy efficiency across various District sites. The proposed revisions clarify the termination provisions set forth in Sections 7.1 (Termination by Owner) and 7.2 (Termination by Contractor) of the agreement.

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

1. Resignations (Information Only)

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

2. Approve the adoption of the District's Initial Bargaining Proposal to Open Negotiations with CSEA; Re: 2025-2026 Reopeners

3. Receive CSEA Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District ; Re: 2025-2026 Reopeners

4. Approve Resolution No. 47-25/26 Reducing/Laying Off Certificated Employee Services

   Given the current state of the District's budget and due to a lack of work and/or funds, the District is forced to consider the elimination of particular kinds of services now being provided by certificated employees.

5. Approve Resolution No. 48-25/26 Reducing/Laying Off Classified Employee Services

   Given the current state of the District's budget and due to a lack of work and/or funds, the District is forced to consider the elimination of certain services now being provided by classified employees. Education Code Section 45114, 45115, 45117, 45298, and 45308 set forth the process and procedure that school districts must follow in order to layoff or reduce classified employees for lack of work and/or lack of funds. This procedure requires a board resolution to reduce/layoff classified positions and provide employees with notice no later than March 15th.

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

1. Approve YMCA of Silicon Valley Services Contract for the 2025/2026 SY. This contract will provide ARUSD students Summer Learning and Enrichment programs at two sites during Summer School during the 2025-2026 school year. Submitted by Student Support Services, $267,120 dollars.

   YMCA will provide ARUSD students with Summer Learning and Enrichment programs at two sites during

Summer School, March 16, 2026 - July 15, 2026. YMCA will provide half-day enrichment programs serving up to 260 students in TK/K-5th grades from 12 pm - 5 pm, Monday-Friday. Enrichment activities include the following components: Arts, Science, Engineering, Tech, Physical Activity, Health & Nutrition, SEL, etc.

2. Approve Think Together Services Contract for the 2025/2026 SY. This contract will provide 21 non-instructional day services for up to 270 students across three school sites during the 2025-2026 school year. Submitted by Student Support Services, $209,864 dollars.

   Think Together will provide 21 non-instructional day services (summer) for up to 270 students across three school sites. Think Together will provide (16) Program Leaders to maintain ratios, provide essential academic support, mentorship by maintaining student safety, facilitating activities, and tracking student progress. Think Together will provide three Site Program Managers to oversee the sites.

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

1. Approve and Ratify the Achieve Kids services contract for the 2025/2026 SY. This contract extension is to increase funding in contract for new contract amount. Submitted by: Special Education; original approved contract was in the amount of $122,989. The total new contract amount for the 2025/2026 SY is in the amount of $174,970.

   Achieve Kids is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. We have (2) students now attending Achieve Kids at this time. Due to the severity of their disability, a nonpublic school placement is required.

13. CONSENT CALENDAR/ACTION ITEMS - BOARD DISCUSSION AND/OR ACTION

1. Approval of Minutes for the following meeting: January 29, 2026, Regular Board Meeting.

2. Acceptance of Donations

   The District has received donations as summarized on the sheet dated February 12, 2026.

3. Approval of Fundraising Activities

   The District has received fundraising requests as summarized on the attached sheet dated February 12, 2026.

4. Vendor & Payroll Warrants

   Summary of Vendor and Payroll Warrants issued during January month of Fiscal Year 2025/2026.

Total of vendor warrants	$8,368,156.75
Total of payroll warrants	$4,634,387.79
Total	$13,002,544.54

5. Acceptance of Grants/Awards Notification

   The District has received grants/awards as summarized on the attached sheet dated February 12, 2026.

6. Approve Bond Contracts/Extensions

   The District has received a summarized list of bond contracts/extensions dates February 12, 2026.

7. Notices of Employment and Changes of Status / Human Resources

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

8. Approve Memorandum of Understanding.

The District has received the following Memorandum of Understanding as summarized on the sheet dated February

12, 2026.

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
McCollam Elementary Linda Diaz Sepulveda	03/31/2026-04/03/2026	Santa Cruz County Outdoor Science School	$22,700.00	A three night, four day program of outdoor science and conservation education including meals and lodging for 55 students and two teachers from McCollam Elementary at Koinonia Conference Grounds in Watsonville, CA. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	07/01/2025-06/30/2026	Santa Clara County Office of Education – Community School Services	Not to Exceed $48,000.00	SCCOE will provide community school services for the 2025-26 school year to ARUSD Middle Schools. Students released for discipline reasons will be enrolled in the SCCOE Community School Programs. Student Support Services reserves 3 allotments of $16,000 per site. Funding: General

9. Approve Resolution No. 44-25/26 Inventory Disposal

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

10. Approve Contracts for Professional Services-Firms/Organizations

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

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Lyndale Elementary School Jackie Montejano	03/02/2026-06/05/2026	Lore LLC DBA Challenge Island	$3,925.00	Challenge Island will engage students in a Tie-Dye activity. They will each create their own unique tie-dye patterns on their t-shirts and apply color. Funding: Restricted
Academic Services Yeny Rosales-Aleman	02/13/2026-06/30/2026	Kormir Minds	Master Not to exceed $20K per site	Contract Language Change: CO 268158, Board approved August 28, 2025. Original Contract amount: $54,000. New Contract amount: $54,000. Convert Original Contract to ARUSD Master

				contract for all ARUSD sites to utilize from February 13th through June 30th, 2026. Not to exceed $20,000 per site. Funding: General or Restricted
Child Nutrition Services Denisse Mendez	07/01/2025-06/30/2026	ACME Pacific Repairs	$15,000.00	Contract Extension: CO 268031, Board approved June 26, 2025. Original Contract amount: $30,000. New Contract amount: $45,000. Increase for the repair/maintenance of the refrigeration units which includes incidental materials and supplies as part of the cost of the service. Funding: Restricted
M.O.T. Eric Wasinger	11/01/2025-06/30/2026	Cintas Corporation	$17,366.00	Ratify - Lease and maintenance of work appropriate uniforms and shirts, along with the exchange of uniforms and shirts for the following departments: Maintenance, Operations, Transportation, and Warehouse. Funding: General & Restricted
M.O.T. Eric Wasinger	02/13/2026-06/30/2026	Harry L. Murphy, Inc.	$17,600.00	Harry L. Murphy Inc. will furnish and install new game lines to the Ocala New Gym at 2888 Ocala Avenue, San Jose. The game lines include Basketball, Basketball, and Volleyball. Funding: Restricted
Special Education Anthony Colonna	02/13/2026-06/30/2026	Cognitive Diagnostic Associates	$3,500.00	Cognitive Diagnostic Associates will conduct an Independent Educational Evaluation (IEE) in the area of Adapted Physical Education (APE). Funding: Restricted

Special Education Anthony Colonna	02/13/2026-06/30/2026	Positive Solutions, Inc	$5,500.00	Positive Solutions will conduct an Individual Educational Evaluation (IEE) in the area of Functional Behavioral Assessment (FBA) and Special Circumstance Instructional Assistance (SCIA) per parent request. Funding: Restricted
Special Education Anthony Colonna	02/13/2026-06/30/2026	Kolibri Educational Psychology, PC	$5,000.00	Kolibri Educational Psychology will conduct an Independent Educational Evaluation (IEE) evaluation in Psychoeducational assessment per parent request. Funding: Restricted
Special Education Anthony Colonna	02/25/2026-06/30/2026	Mind by Design	$8,000.00	Mind by Design will conduct an Independent Educational Evaluation (IEE) in the area of Psycho-educational evaluation (includes achievement) per parent request. Funding: Restricted

11. Current Enrollment.

14. FUTURE BOARD AGENDA REQUESTS

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

15. ADJOURNMENT

1. President adjourns the meeting.

16. NEXT MEETING(S)

1. February 26, 2026 (2025-2026 School Year).

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

6.1

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 12, 2026

Subject: **PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with CSEA Chapter 305; Re: 2025-2026 Reopeners**

Fiscal Impact: N/A

Budgeted: N/A

Budget Source: N/A

Recommended Action: The District wishes to open negotiations with CSEA Chapter 305 for the 2025-2026 reopeners. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, the District hereby presents its initial bargaining proposal to CSEA Chapter 305 for the 2025-2026 reopeners for public hearing and comment.

CD

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

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

Public Hearing

6.1

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

2930 Gay Avenue, San Jose, CA 95127 Phone: 408-928-6800 Fax: 408-928-6416 www.arusd.org

February 12, 2026

Alum Rock Union School District's Initial Proposal to

California School Employees Association (CSEA) #305

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act), all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. This is commonly referred to as "sunshining" the proposals. On September 7, 2023, the District and CSEA reached a three (3) year agreement (July 1, 2023 - June 30, 2026). For the second and third years (2024/2025 and 2025/2026) of this Agreement, the parties agree to reopen Article 8.1. "Pay and Allowance " and Article 10.1 "Bargaining Unit Member and Dependent Insurance Coverage" and two (2) non-economic Articles by either party. The District hereby submits its bargaining proposal for the 2025 - 2026 Re-opener.

Article VII	Pay and Allowance
Article X	Bargaining Unit Member and Dependent Insurance Coverage

The District is committed to working collaboratively and in partnership with the California School Employees Association. With respect to the articles identified above, the District's interest is to establish a collective bargaining agreement that supports student achievement and staff success while maintaining fiscal responsibility.

Sandra Garcia, Interim Superintendent

Board of Trustees: Linda Chavez, President, Andres Quintero, Vice-President
Minh Pham, Clerk · Corina Herrera-Loera, Member· Minh Nguyen, Member

6.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 12, 2026

Subject: **PUBLIC HEARING. CSEA Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2025-2026 Reopeners**

Fiscal Impact: N/A

Budgeted: N/A

Budget Source: N/A

Recommended Action: CSEA Chapter 305 wishes to open negotiations with the District for the 2025-2026 reopeners. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, CSEA Chapter 305 hereby presents its initial bargaining proposal to the District for the 2025-2026 reopeners for public hearing and comment.

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

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

Public Hearing

6.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

October 29, 2025

Sandra Garcia, Interim Superintendent
2930 Gay Ave.
San Jose, CA 95127

Re: Initial Proposal – Reopener 2025 - 2026

Dear Sandra Garcia:

The California School Employees Association and its Alum Rock Chapter #305 are submitting its Initial Proposal in accordance with Section 3547 of the Government Code for the upcoming reopener negotiations.

Article I RECOGNITION/APPENDIX A
CSEA has an interest in adding newly created classification to the Collective Bargaining Agreement.

Article VIII PAY AND ALLOWANCE
CSEA has an interest in negotiating a fair and equitable wage increase.

Article X BARGAINING UNIT MEMBER AND DEPENDENT INSURANCE COVERAGE
CSEA has an interest in enhancing health and welfare benefits.

CSEA looks forward to working collaboratively with the district to complete negotiations in a timely manner.

If you have any questions, please contact me.

Sincerely,
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Beata Conniff
Labor Relations Representative

CC's: All the appropriate cc's.

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: February 4, 2026

Subject: **Approve Board Policy 0410: Nondiscrimination in District Programs And Activities – Second Reading.**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

7.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 02/01/2014 | **Last Revised Date:** 12/04/2025 | **Last Reviewed Date:** 12/04/2025

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Board of Trustees and the Superintendent in enacting policies and procedures that govern the district.

~~The Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race; color; ancestry; nationality; national origin; immigration status; ethnic group identification; ethnicity; age; religion; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions and recovery; parental, family, or marital status; reproductive health decisionmaking; physical or mental disability; medical condition; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; veteran or military status; or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.~~

District programs, activities, and practices shall be free from unlawful discrimination against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race or ethnicity; ancestry; color; ethnic group identification; nationality, national origin; immigration status; sex; sexual orientation; sex stereotypes; gender, gender identity, gender expression; religion, religious creed, age, disability, medical condition, genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; parental, marital, and family status; and veteran or military status; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688. 29 USC 1681-1688, 29 USC 621, 42 USC 200d-7, 200e-2)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on any of the categories identified above.

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Derogatory Native American terms, including Apaches, Big Reds, Braves, Chiefs, Chieftains, Chippewa, Comanches, Indians, Redskins, Savages, Squaw, and Tribe, shall not be used for any school or athletic team name, mascot, or nickname, unless permitted in accordance with Education Code 221.3.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

All complaints alleging unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy and Administrative Regulation 1312.3- Uniform Complaint Procedures, for students and Administrative Regulation 4030 – Nondiscrimination in Employment, for employees.

~~Except for allegations of sex discrimination or sex-based harassment, allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures, for students, and Administrative Regulation 4030 - Nondiscrimination in Employment, for employees. Complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved in accordance with 34 CFR 106.44 and 106.45 and as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for students, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for employees.~~

Pursuant to 34 CFR 104.8 and 106.8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed ~~pursuant to Education Code 48980~~ in accordance with Board Policy/Exhibit (1) 5145.6 - Parent/Guardian Notifications and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's website and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

~~In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)~~

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. ~~In addition~~Additionally, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985; 20 USC 6312)

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district's web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide appropriate auxiliary aids and services to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of district services, programs, or activities. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or designee if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

The individual identified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. The compliance officer shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Director, Student Support Programs, Services and Compliance
2930 Gay Avenue
San Jose, CA 95127
408-928-~~6800~~6555
~~Kiela.jimenez@arusd.org~~

7.2

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: February 4, 2026

Subject: **Approve Board Policy 1312:3: Uniform Complaint Procedures – Second Reading.**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

7.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Policy 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 05/01/2017 | **Last Revised Date:** 12/04/2025 | **Last Reviewed Date:** 12/04/2025

The ~~Board of Trustees~~Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670~~. and the accompanying administrative regulation.~~

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following ~~programs and activities~~:

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on ~~a person's actual or perceived~~one, or a combination of two or more protected characteristics, which include, but may not be limited to, a origin; ~~of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, physical or mental disability, medical condition, or genetic information; any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55; or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)~~
immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender

expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55; or based on the person's association with a person or group with one or more of these actual or perceived characteristics (Education Code 200, 210.1, 210.2,212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 5 CCR 4610; 20 USC 1681-1688, 42 USC 2000d-2000d-7) ~~Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. Additionally, discrimination includes, but is not limited to, the Board's adoption or approval of use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library if the use would subject a student to unlawful discrimination pursuant to Education Code 220. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)~~

~~The UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)~~ However, the UCP shall not be used to investigate and resolve employment discrimination complaints. (5CCR 4611)

11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and newcomer students (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)

~~12.~~13. Instructional Materials and Curriculum; Diversity (Education Code 243)
A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)

~~13.~~14. Local control and accountability plan (Education Code 52075)

~~14.~~15. Migrant education (Education Code 54440-54445

~~15.~~16. Physical education instructional minutes (Education Code 51210, 51222, 51223)

~~16.~~17. Student fees (Education Code 49010-49013)

~~17.~~18. Reasonable accommodations to a lactating student (Education Code 222)

~~18.~~19. Regional occupational centers and programs (Education Code 52300-52334.7)

~~19.~~20. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

~~20.~~21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

~~21.~~22. State preschool programs (Education Code 8207-8225)

~~22.~~23. State preschool health and safety issues in license-exempt programs (Education Code 8212)

~~23.~~24. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

~~24.~~25. Any other state or federal educational program the SPI or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint ~~where there is a reasonable risk that a party to the mediation would feel compelled to participate.~~involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with ~~federal, state, and local laws and regulations~~state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency (5 CCR 4611)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services (5 CCR 4611)

3. Any complaint alleging that a student, while in an education program or activity, was subjected to ~~conduct known to the district that may reasonably constitute sex discrimination under Title IX, including sex-based harassment~~sexual harassment, as defined in 34 CFR 106.2

   ~~Discrimination on the basis of sex includes sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Such a complaint shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. (34 CFR 106.2, 106.10, 106.11, 106.44)~~ Such a complaint shall be addressed through the federal Title IX complaint procedures as specified in Administrative Regulation 5145.71 – Title IX Sexual Harassment Complaint Procedures

4. ~~Except for complaints alleging sex discrimination, including sex-based harassment, any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department~~
   Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in Administrative Regulation 4030 – Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department.
   ~~Employment complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.~~

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with Administrative Regulation 6159.1 - Procedural Safeguards and Complaints for Special Education (5 CCR 3200-3205)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults,

or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with Board Policy 3555 - Nutrition Program Compliance (5 CCR 15580-15584)

7. Any ~~allegation~~ complaint of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with Board Policy 3555 - Nutrition Program Compliance (5 CCR 15582)

8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures (Education Code 35186)

7.3

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: February 4, 2026

Subject: **Approve CSBA Board Policy 5145.13 – Response to Immigration Enforcement has been retired and replaced by Board Policy 1445 – Response to Immigration Enforcement.- Second Reading.**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

7.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Policy ~~5145.13~~1445: Response To Immigration Enforcement **Status:** ADOPTED

Original Adopted Date: 05/01/2018 | **Last Revised Date:** 12/04/2025 | **Last Reviewed Date:** 12/04/2025

The ~~Board of Trustees~~Governing Board is committed to the success of all students and ~~believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.~~ to providing a safe and welcoming place for students, their families, and staff irrespective of their citizenship or immigration status.

~~District staff shall not solicit or collect information or documents, and shall not seek or require information or documents to the exclusion of other permissible information or documents, regarding the citizenship or immigration status of a student or the student's family members. (Education Code 234.7)~~
Unless required by state or federal law, required to administer a state or federally supported educational program, or presented with a valid judicial subpoena, judicial warrant, or court order, district staff shall not do any of the following:

1. Solicit or collect information or documents regarding the citizenship or immigration status of a student or the student's family members (Education Code 234.7)

2. Seek or require information or documents, to the exclusion of other permissible information or documents, regarding the citizenship or immigration status of a student or the student's family members (Education Code 234.7)

3. To the extent practicable, disclose or provide in writing, verbally, or in any other manner to an officer or employee of an agency conducting immigration enforcement:

   a. The education records of or any information about a student or a student's family or household such as personal information as defined in Civil Code 1798.3, information about a student's home, or information about a student's travel schedule without parent/guardian written consent (Education Code 234.7)

   b. The personnel records of any district employee, personal information of any district employee as defined in Civil Code 1798.3, or any other confidential employee information (Education Code 234.7; Government Code 7285.2)

4. Grand permission to an officer or employee of an agency conducting immigration enforcement to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district sponsored program or activity is occurring (Education Code 234.7; Government Code 7285.1)

However, the district staff shall not obstruct, interfere with, or otherwise impede an officer or employee of an agency conducting immigration enforcement who nonetheless enters district-provided transportation, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring.

The Superintendent or designee shall report to the Board in a timely manner any requests by an officer or employee of an agency conducting immigration enforcement for any of the following: (Education Code 234.7)

1. Education records of or any information about a student or a student's family or household.

2. Personnel records of any district employee, personal information of any district employee as defined in Civil Code 1798.3, or any other confidential employee information.

3. Permission to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring.

Such reports shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

In accordance with law, Board Policy 0410 - Nondiscrimination in District Programs and Activities, and Board Policy 5145.3 - Nondiscrimination/Harassment, no student shall be denied equal rights and opportunities, nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of the student's or family's immigration status or for the refusal to provide information related to the student's or family's immigration status. (Education Code 200, 220, 234.1)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

The Superintendent or designee shall ~~notify~~ provide parents/guardians ~~regarding their children's right~~with information and notifications as specified in Education Code 234.7, including information regarding their children's right to a to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

The Superintendent or designee shall develop procedures for, and may provide training to staff on, interactions with an officer or employee of an agency conducting immigration enforcement, including a request for any of the following: ~~addressing any immigration-related requests by a law enforcement officer for access to district records, school sites, or students.~~

1. Education records of or any information about a student or a student's family or household.
2. Personnel records of any district employee, personal information of any district employee as defined in Civil Code 1798.3, or any other confidential employee information.
3. Permission to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring.

~~The Superintendent or designee may provide training to staff regarding immigration issues, including information on responding to a request from a law enforcement officer to visit a school site or to have access to a student.~~

Complaints alleging discrimination, harassment, intimidation, and bullying based on actual or perceived immigration status shall be filed in accordance with Board Policy/Administrative Regulation 1312.3 – Uniform Complaint Procedures.

The Superintendent or designee shall ~~report to the Board in a timely manner any requests for information or access to a school site by a law enforcement officer for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information.~~provide to the California Department of Education, upon request and in the manner requested, copies of this policy, any associated administrative regulation, and any other Board policies and administrative regulations required by ~~(~~Education Code 234.7~~)~~.

7.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 5, 2026

Subject: **Report and Recommendations of Board Ad Hoc Advisory Subcommittee re: Redistricting**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

7.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.5

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 5, 2026

Subject: Staff will provide an update on Parent Involvement for the 2026/2027 school year related to Board Policy 6020.

Presentation/Discussion

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

7.5
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.6

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 4, 2026

Subject: **2026 Ballot for CSBA Delegate Assembly - Deadline is March 16, 2026. The Board may vote for no more than 4 candidates in the Region or Subregion as indicated on the ballot. All reelected and newly elected Delegates will serve two-year terms beginning April 1, 2026-March 31, 2028. Ballots must be postmarked by the U.S. Post Office on or before Monday, March 16, 2026.**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

7.6
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

csba

RECEIVED

FEB 02 2026

REQUIRES BOARD ACTION

January 31, 2026
MEMORANDUM

To: CSBA Member Boards and Even-numbered County Board Presidents and Superintendents
From: Dr. Debra Schade, CSBA President
Re: 2026 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Mon. March 16**

CSBA is transitioning to an all-electronic voting process, beginning with an electronic "option" this year and moving to all-electronic voting in 2027. For those wishing to submit an electronic ballot this year, an email with the unique link to your ballot is sent to the primary contact on file with CSBA for your district or county office on February 1, 2026. Electronic ballot submissions still require board action as described in this memo, however no mailing is required. If both a paper ballot and electronic ballot are submitted, only the electronic ballot will be counted.

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA if your district or county board chooses to submit a paper ballot. Ballots must be submitted electronically or postmarked by the U.S. Post Office on or before Monday, March 16, 2026.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district or county office must be clearly printed in the space provided.

The paper ballot must be signed by the Board President, Board Clerk, or Superintendent as a designee of the board, and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's or county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked on or before April 30. Results will be published by May 11, 2026.

For County Boards of Education Only:

County boards of education may receive up to two emails with unique links for electronic voting: one for their subregion ballot and one for their regional county Delegate ballot, if applicable.

Per Standing Rule 52, in regions with more than one county, each county board of education has one vote to elect the county board member who represents the county board(s) in the region in the Delegate Assembly. One-county regions will appoint the county Delegate. Your county board may vote for only one candidate to fill the Delegate position representing the county boards within your region. Enclosed is the ballot material for election to CSBA's Delegate Assembly of the county board representative from your region. It consists of 1) the ballot (on GREEN paper) listing the candidates, the reverse side of which contains the name of the current member of the Delegate Assembly representing the county boards in your region; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, also provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on GREEN paper is to be completed and returned to CSBA if your county board chooses to submit a paper ballot. Like the ballot on red paper for the other Delegate seats in your region, it must be submitted electronically or postmarked by the U.S. Post Office on or before Monday, March 16, 2026.**

The paper ballot on GREEN paper must be signed by the Board President, Board Clerk, or by the County Superintendent, as a designee of the board, and returned in the enclosed envelope. If the envelope is misplaced, you may use your county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked by April 30. The results for the county board seat in each region will also be published by May 11, 2026.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2026 – March 31, 2028. The next meeting of the Delegate Assembly takes place on Saturday, May 16 and Sunday, May 17, 2026. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
Ballot on green paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **MONDAY, MARCH 16, 2026**. Only ONE Ballot per Board. Be sure to mark your vote "✕" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2026 DELEGATE ASSEMBLY BALLOT
REGION 20
(Santa Clara County)

Number of seats: 4 (Vote for no more than 4 candidates)

Delegates will serve two-year terms beginning April 1, 2026 - March 31, 2028

**denotes incumbent*

☐ William Derek Grasty (Mount Pleasant ESD)

☐ Elisabeth Halliday (Campbell Union HSD)

☐ Isabel Jubes-Flamerich (Sunnyvale SD)*

☐ Jodi Muirhead (Santa Clara USD)*

☐ Jessica Speiser (Santa Clara COE)*

_____ _____
Provision for Write-in Candidate Name *School District*

_____ _____
Signature of Superintendent or Board Clerk *Title*

_____ _____
School District Name *Date of Board Action*

See reverse side for list of all current Delegates in your Region.

REGION 20 – 12 Delegates (8 elected, 1 appointed)

Director: Devon Conley (Mountain View Whisman SD)

Below is a list of all elected or appointed Delegates from this Region.

County: Santa Clara
Teresa Castellanos (San Jose USD), appointed term expires 2027
Isabel Jubes-Flamerich (Sunnyvale SD), term expires 2026
Jodi Muirhead (Santa Clara USD), term expires 2026
Naomi Nakano-Matsumoto (Fremont Union HSD), 2027
Carol Presunka (Cambrian SD), term expires 2026
George Sanchez (Franklin-McKinley ESD), term expires 2027
Vaishali Sirkay (Los Altos ESD), term expires 2027
Jessica Speiser (Los Altos ESD), term expires 2026

County Delegate:
Maimona Afzal Berta (Santa Clara COE), term expires 2026

County
Santa Clara

COPY

View results

Respondent

115 Anonymous

44:20
Time to complete

1. I have been... *

- ◯ Appointed
- ◉ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Derek Grasty

3. Full name *

Derek Grasty

4. Region/subregion *

20

5. Name of District or COE *

Mount Pleasant Elementary School District

6. Years on board *

5 years

7. Profession

Education

8. Contact number *

(408) 230-7020

9. Primary email address *

derekgrasty@gmail.com or dgrasty@mpesd.org

10. Are you an incumbent Delegate? *

- ( ) Yes
- (•) No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I am interested in becoming a Delegate to represent the people in my region and voice our concerns, and priorities.

I bring years of experiences as an educator (teacher, principal, administrative coach/mentor and school board trustee) to the Delegate Assembly. My work with students; teachers; community members; and elected officials at various levels of state government, provide me with the skills and experiences that will bring value to my role on the Delegate Assembly.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have served the Mt. Pleasant ESD in all roles: President, Vice President and Clerk. I have introduced and supported Board policies to ensure Diversity, Equity, Inclusion and Belonging for all employees, students, and families. In 2022, I introduced a resolution to accept the Vietnamese Flag honoring the Vietnamese who came to America, in 1975.

My work on the Board builds district and community relations; ensures employees are treated fairly; supports families; and priorities high levels of teaching, learning, safety, and achievement for our students.

Additionally, I am a frequent attendee at various community/educational events including: CSBA County and District Conferences; CLSBA Conferences; and various district activities. I chaired a School Safety Event that focused on mental health during the pandemic. I'm a member of many local organizations including APISBMA (Asian, Pacific Islander School Board Members Asso.); President of the Bella Madeira HOA and Mutual Water Co.; South Bay Progressive Alliance; 100 Black Men of Silicon Valley, Inc. (student mentoring); SCCABE (Asso. Black Edu.); past member of the San José COVID 19 Recovery Task Force; La Raza Round Table de California; Science Advisor/Judge for the STEM-Greene Scholars Program; supporting high school students to register and pre-register to vote; a member of the Santa Clara County School Board Asso., Legislative Action Committee; and member of many other local organizations in my community.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

Our priorities and the biggest challenges facing Boards are: mental health, special education, and diminishing funding due to lower student enrollment. These are the challenges for districts in our region. CSBA can help by continuing to bring these issues/concerns to state elected officials, and keeping these items at the forefront of educational conversations.

View results

Respondent

124 Anonymous

46:01

Time to complete

1. I have been... *

- ( ) Appointed
- (•) Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Elisabeth Halliday - consent acknowledged

3. Full name *

Elisabeth Halliday

4. Region/subregion *

20

5. Name of District or COE *

Campbell Union High School District

6. Years on board *

3

7. Profession

Technical Writer/Editor

8. Contact number *

408-876-1318

9. Primary email address *

ehalliday@cuhsd.org

10. Are you an incumbent Delegate? *

- ( ) Yes
- (•) No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I enjoy working for the betterment of all of our students, not just in my own district. Public education is a right and something I deeply value.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I've completed the Equity Leadership Certificate from the California Academic Partnership Program (affiliated with CSU/UC) last year and now I'm leading another team of school board members in our county through this program. I'm a lifelong learner and love expanding my knowledge in ways that can help me to better serve our students and community. I've been involved in our county school board association (SCCSBA) as I find this organization to be a great resource for coming together and sharing knowledge and work. On my local board I enjoy working with my colleagues to find solutions that most affect our students (such as transportation, opportunity gap, achievement gap, curriculum, school climate, culture, etc.).

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

There are so many challenges. While I should say "funding," that is an issue that will always have limits and we must find creative ways to serve our students with the resources we have, and show our priorities through how we allocate our budget. However, this year there are so many challenges that affect our schools and they are all sourced from ONE main factor - a volatile and constantly changing political climate. The constant changes can put us into panic mode, much like disrupting an ants nest. It's integral to maintain our focus on our students and our priorities and values despite the chaotic external factors that affect our districts and communities. I appreciate the CSBA's efforts at monitoring legislative activities and how these factors affect us, and providing us with direction so that we can best pivot with these changes while maintaining our focus on our students.

View results

Respondent

99 Anonymous

203:14
Time to complete

1. I have been... *

- ◯ Appointed
- ◉ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Isabel Jubes-Flamerich

3. Full name *

Isabel Jubes-Flamerich

4. Region/subregion *

20

5. Name of District or COE *

Sunnyvale School District

6. Years on board *

5

7. Profession

Architect/Educator/Broadcaster

8. Contact number *

(408)4319283

9. Primary email address *

isabel.jubes-flamerich@sesd.org

10. Are you an incumbent Delegate? *

- (●) Yes
- ( ) No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I am seeking re-election to the Delegate Assembly because I believe deeply in the power of collective leadership to protect and strengthen public education in California. Serving as a Delegate for the past two years has allowed me to collaborate with trustees from across the state, elevate local voices, and ensure that the needs of students and school districts are reflected in statewide conversations and policy.

As an architect, educator, immigrant, former English learner, and longtime community leader, I bring a unique lens grounded in equity, listening, and problem-solving. My five-plus years as a school board trustee — including two terms as board president and currently as vice president — have strengthened my experience in governance, fiscal responsibility, facilities planning, student-centered decision-making, and community engagement.

I am collaborative, thoughtful, and willing to do the work. I care deeply about ensuring that every student — regardless of background or circumstance — has the opportunity to thrive. Continuing to serve in the Delegate Assembly would allow me to keep advocating for strong, well-resourced public schools and for the communities we serve.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have been honored to serve on the CSBA Delegate Assembly for the past two years, representing my region and working collaboratively to advance policies that support students and school districts statewide. Locally, I am currently the Vice President of my school board and have twice served as Board President during my five-year tenure. I have chaired every district committee at various times, always with a focus on student outcomes, equity, fiscal stability, and collaborative governance.

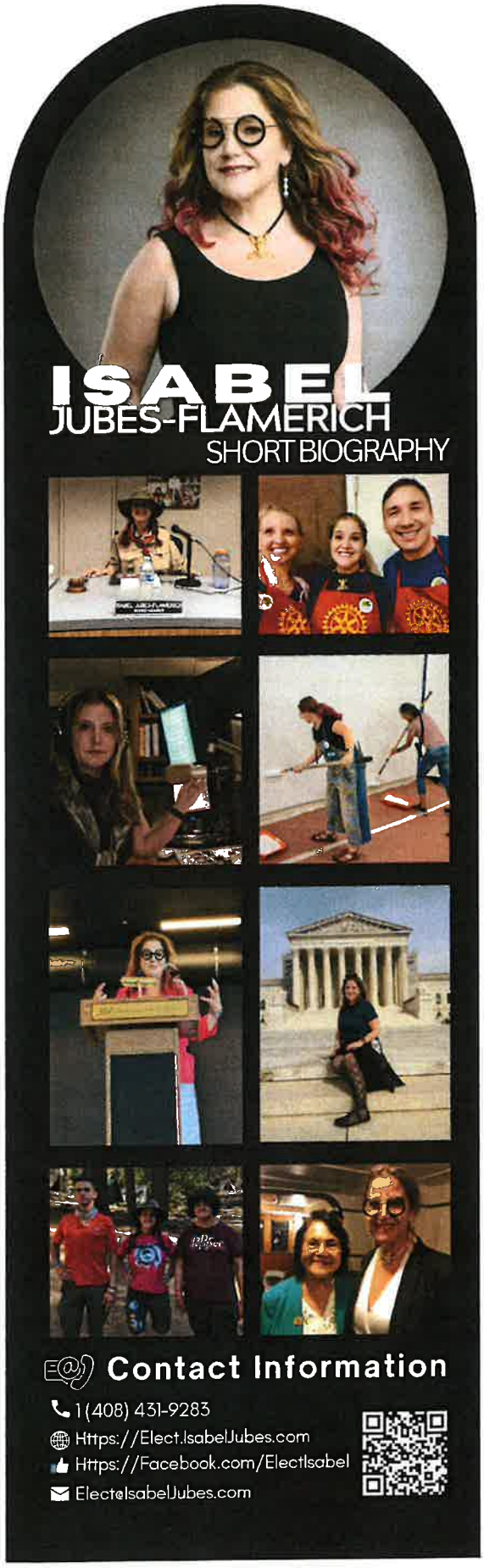
Statewide, I serve as Vice President of the California Latino School Boards Association (CLSBA), where I work to elevate student voice, expand equitable opportunities, and strengthen representation across California. At the county level, I am Vice Chair of the Legislative Action Committee with SCCSBA and previously chaired the Hoffman Awards for Excellence in Education. I also serve on the executive board of the Sunnyvale Education Foundation.

Beyond board service, I have been deeply engaged in my community, including seven years as an Assistant Scoutmaster and three as a Scout Den Leader. Each of these roles reflects my commitment to service, leadership, and supporting children and families.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

One of the greatest challenges facing governing boards today is adequate, stable, and equitable funding to meet the growing needs of students, staff, and school communities. Districts are being asked to do more than ever — support academic recovery, mental health, inclusive learning environments, safety, workforce stability, facility modernization, and student wellness — often without the sustained resources necessary to do so effectively.

CSBA plays a critical role in addressing this challenge through strong statewide advocacy, legislative leadership, legal support, and trustee training. By continuing to push for full and fair funding, protecting local governance authority, elevating student and district needs in Sacramento and Washington, and equipping trustees with the tools to make thoughtful, student-centered decisions, CSBA can help ensure that every governing board is positioned to serve students well.



I believe in a simple but powerful idea: when we invest in our children, we strengthen our democracy. Public education is not just a system—it is a promise. It remains our nation's greatest equalizer and the most enduring pathway to opportunity, equity, and shared prosperity for every community. I believe we must build the world we want to live in, and education is the most powerful way to shape that future.

I am an architect, educator, mother, immigrant, and former English learner. These lived experiences have shaped my deep commitment to public education and my understanding that leadership is not about titles, but about service—about listening carefully, building trust, and bringing people together around a common purpose. For more than five years as an elected school board trustee, I have had the honor of serving my community in a variety of leadership roles, including board clerk, two years as board president, and currently as vice president. Throughout this time, I have chaired every district committee, guided by a consistent focus on student outcomes, fiscal responsibility, and equity for all families.

My leadership extends beyond the local level through sustained regional and statewide advocacy. I currently serve as Vice President of the California Latino School Boards Association (CLSBA), a statewide organization advancing equity, representation, and opportunity for students and school districts across California. In this role, I work alongside trustees statewide to address systemic inequities and elevate student voices. I am also an active member of CSBA and SCCSBA, where at the county level I have chaired the Hoffman Awards for Excellence in Education for three years and served two years as vice chair of the Legislative Action Committee. As a CSBA Delegate Assembly member, I have worked with trustees from across California to elevate local and regional priorities. I have participated in statewide and national advocacy efforts, including Coast-to-Coast CSBA events in Sacramento and Washington, DC, engaging directly with policymakers to ensure student needs and local perspectives remain at the center of decision-making. In addition, I serve on the executive board of the Sunnyvale Education Foundation.

Long before becoming a trustee, my involvement with PTAs, parent leadership, and community organizations taught me a lasting lesson: educational success does not exist in isolation. It is deeply connected to housing stability, health, and the quality of the learning environments we provide our children. As a trustee, that understanding guided my work as co-chair of both our district's Facilities Bond and Parcel Tax Measure. Through broad community engagement and thoughtful collaboration, both measures passed, allowing us to invest in safe, healthy, and sustainable schools that will serve students today and for generations to come.

I approach this work with humility, purpose, and a commitment to continuous learning. My lived experience, professional background, and local, regional, and statewide leadership equip me to serve effectively in the Delegate Assembly. I believe deeply in the power of collective action, and in our shared responsibility to build an education system that reflects our highest values. Together, we can ensure that every child—regardless of background, circumstance, or ability—has the opportunity to thrive. I respectfully ask for your continued trust and support to serve another term in the Delegate Assembly, so I may continue advocating for our students, our districts, and the future of public education.

View results

Respondent

92 Anonymous

20:52
Time to complete

1. I have been... *

- ◯ Appointed
- ◉ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Jodi Muirhead

3. Full name *

Jodi Muirhead

4. Region/subregion *

20

5. Name of District or COE *

Santa Clara Unified School District

6. Years on board *

11

7. Profession

Retired

8. Contact number *

408-768-5600

9. Primary email address *

Jodi@JodiMuirhead.com

10. Are you an incumbent Delegate? *

- (●) Yes
- ( ) No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

As a Delegate and a trustee, I will continue to be very focused on ensuring that every student has the opportunity to graduate from our public schools ready for college or a career. I will be a passionate and effective component of a collaborative working environment with other delegates in our region and throughout the state to bring focus on the necessary financial and legal changes that are needed to advocate for students and improve our schools.
I have participated on CSBA's Nominating Committee and been active on Delegate Assembly. I have been an involved volunteer in our schools for over 20 years and an educator for 9 years. I am and have been involved with numerous school board and district committees. I was a founder and board member of Santa Clara Unified Parents, a district-wide advocacy and support non-profit. I was a software engineer for 13 years at several local technology companies. Throughout all these activities, I have been a strong collaborator and enjoy bringing people with diverse viewpoints together to reach a common goal. I have received the 25th District of the State Assembly Community Hero Award, Special Recognition award from the city of Santa Clara, PTA Honorary Service Award and the Marilyn Rea Volunteer of the Year Award. I am the proud parent of three children; all are graduates of our local public high school.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

In 2021, I was a member of CSBA's Nominating Committee and have been on the Delegate Assembly for 8 years. I completed the CSBA Masters in Governance Certificate and have attended the CSBA AEC conference every year since I became a board member. I co-chaired CSBA PAC's first fundraiser in the state. In Santa Clara Unified, I have served as President, Vice-President and Clerk. I have been active on numerous board committees, including the Policy, Budget, City Liaison, and Community College Liaison committees. I have been part of district wide committees, including the District Advisory Committee, Facilities Task Force and the district PTA Council. As a parent in the district, I was on a school site council and on the board of parent organizations. I have volunteered at schools for over 25 years and continue to do so.
I have been the president and vice-president of the Santa Clara County School Boards Association (SCCSBA) and was the co-chair of the Hoffmann Award Committee. I co-founded and was a board member for Santa Clara Unified Parents, a non-profit set up to offer parent advocacy and district support. I participated in Santa Clara's Charter Review Committee and co-wrote the ballot statements for three city charter measures that resulted from our discussions and were placed on the November, 2016 ballot, passing overwhelmingly. I am a board member of the non-profit Santa Clara Parade of Champions and have helped to bring the parade to life. I am on the board of Congregation Shir Hadash as its immediate past president and previously served as president and as chair of the youth and family committee.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

In light of declining enrollment and the financial effect this will have throughout the state, CSBA must effectively advocate for districts to have the financial and legislative support that they will need to equitably educate all students. CSBA and its delegates must work together to ensure that schools have the funding they need so that ALL students can master the material and graduate college or career ready. Governing boards have several challenges facing them, and this year it is crucial that we continue to offer our students and staff the resources they need to aid in their wellness. CSBA should continue to advocate at the state and federal levels for sufficient resources for academic and social-emotional recovery programs.

Jodi Muirhead

3138 Butte St.
Santa Clara, CA 95051
(408) 444-6160

JMuirhead@scusd.net
Jodi@JodiMuirhead.com

Experience in the Education Field

2020 – present	**County Committee on School District Organization** Chair (2023, 2024); Vice-Chair (2022)
2017 – present	**California School Boards Association (CSBA)** Nominating Committee (2021), Delegate Assembly Co-Chair, CSBA PAC fundraiser for Santa Clara and San Mateo Counties
2015 – present	**Santa Clara County School Boards Association (SCCSBA)** President, Vice-President, Hoffmann Award Co-Chair
2014 – present	**Trustee, Santa Clara Unified School District** President, Vice-President, Clerk Committee Member: District Advisory, Facilities Task Force, Budget, Policy, Environmental Literacy, Santa Clara City Liaison, Sunnyvale City Liaison, West Valley-Mission Community College Liaison, PTA liaison
2011 – 2014	**Chairperson, Santa Clara Unified District Science Fair** Joint project of Santa Clara Unified Parents and Santa Clara Unified School District
2011 – 2014	**Co-founder, Treasurer and Board Member, Santa Clara Unified Parents**
2006 – 2014	**Substitute Teacher, SCUSD**, Santa Clara, CA, Grades K – 12; Discovery Charter, San Jose, CA, Grades K – 6 **Math and Literacy Intervention Teacher**, Washington Open Elementary School, Santa Clara, CA
2012	**Campaign Leadership Team, SCUSD Measure A Parcel Tax Campaign**, Santa Clara, CA
2013 – 2014, 2010 – 2011	**Member, Site Council**, Santa Clara High School, Santa Clara, CA
2006 – 2010	**Treasurer, Parent Board**, Washington Open Elementary School, Santa Clara, CA **Ways & Means Chair, Parent Board**, Washington Open Elementary School, Santa Clara, CA
1996 – 2014	Participating Parent, Sunnyvale Parent Preschool, Santa Clara Parents Nursery School, Washington Open Elementary School, Buchser Middle School, Santa Clara High School, and Discovery Charter School 1.

Experience in the Community

2022 – present	**President, President-elect, Immediate Past President, Congregation Shir Hadash**, Los Gatos, CA
2011 – 2013	**Board Member-at-Large, Youth Groups, Congregation Shir Hadash**, Los Gatos, CA
2018 – present	**Board Member, Santa Clara Parade of Champions**
2016 – 2019	**Member, Santa Clara Challenge Team**
2017	**Leadership Santa Clara**
2016 - 2017	**Member, City of Santa Clara Charter Review Committees** Ballot Statement Co-Author, Measures O, P and Q. All passed overwhelmingly

Experience in the Engineering Field

1999 – 2000	Independent Systems Consultant
1996 – 1999	Senior Systems Consultant, Professional Services, Edify Corporation, Santa Clara, CA
1987 – 1996	Senior Software Engineer, Siemens Corporation (formerly ROLM, an IBM Company), Santa Clara, CA

Awards

2020	Community Hero Award, California State Assembly, 25th District
2020	Certificate of Special Recognition for Service to the Community, City of Santa Clara
2014	Santa Clara Unified PTA Council Honorary Service Award Recipient
2008	Marilyn Rea Volunteer of the Year Recipient

Education

2016	CSBA Masters in Governance Certificate
1982 - 1986	California Polytechnic State University, San Luis Obispo, CA; BS, Computer Science; Minor in English

Interests
Math, puzzles, technology, guiding children and adults

Motto
Learn Something New Every Day

View results

Respondent

59 Anonymous

01:35
Time to complete

1. I have been... *

- ◯ Appointed
- ◉ Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Jessica Speiser

3. Full name *

Jessica Speiser

4. Region/subregion *

20

5. Name of District or COE *

Santa Clara County Board of Education

6. Years on board *

1

7. Profession

Public Servant

8. Contact number *

6507731873

9. Primary email address *

jessica@speiser.net

10. Are you an incumbent Delegate? *

- (●) Yes
- ( ) No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I am running for reelection to the CSBA Delegate Assembly for Region 20 (Santa Clara County) because I have enjoyed representing you for the past three years and there is still more work to be done. I have always been a dedicated proponent of public schools. I attribute my professional and personal successes to the strong public school education I received. I grew up in a very low income family and in order to rise above my situation, I realized early that I would need to succeed in school. I am a mother of three and I am passionate that each and every child in my community and beyond receive a great education suited to their individual needs, whether in local districts I represent, or throughout the county and state. I know from first hand experience that a strong public school education can be a great equalizer and am working hard to ensure that remains the case for all students.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

In December 2018 and again in December 2022, I was elected by my fellow Trustees to be President of the Los Altos School District (LASD) Board of Trustees. During my first tenure as Board President, I ran a 6 month long Community Engagement Process on Facilities, in addition to the normal Board President duties. This open, neutral and transparent process involved my crafting and facilitating the creation of background documents covering the history and context of facilities issues to date, scheduling the process, marketing the process through varied types of media and managing the process implementation with help of a 3rd party consultant. Throughout the process there were nearly 1,000 participants from across the district representing all different types of demographics offering facilities solution ideas and levels of support to said solutions. During my second tenure as Board President I helped LASD evaluate renewing an expiring parcel tax, educating the community regarding it, and was an active participant in the successful campaign. In November 2024 I was elected to the Santa Clara County Board of Education.

As a Trustee, outside of my regular duties, I make sure to meet with constituents individually, in office hours or at community meetings to answer questions and keep them informed, attend special school or SCCOE events to see SCCOE education in action, and regularly draft blog posts informing constituents about what to expect at each board meeting or cover special topics of interest to the county to help ensure we have an informed and heard constituency. Furthermore, I was on the executive board of SCCSBA (which encompasses the entirety of Region 20) as Treasurer, Vice President, and then President. While I am no longer in leadership, I continue to be active as a member of the SCCSBA Legislative Action Committee and the SUCCESS (Unhoused Learners) Committee. In all of those roles, I worked with and grew a keen understanding of almost all of the districts in Region 20. As a Delegate to CSBA for Region 20 for the past 3 years I have never missed delegate assembly, have surveyed our Santa Clara County to ensure our membership is heard for CSBA state level advocacy, have served on the CSBA Governance Committee, and am about to start a tenure on the CSBA Legislative Committee. Needless to say, through these continued experiences, I have kept abreast of all the concerns, needs and wants of all of our local districts.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The biggest challenge facing governing boards in Santa Clara County and beyond is the ever perennial issue of the underfunding of public education in California. CA is the 4th largest economy in the world, yet is 16th in per pupil spending in the US (31st when you account for regional cost of living). All districts are struggling trying to give their students the best education possible, paying their staff a living wage, and keeping the district financially stable. We need to keep the pressure on CSBA to continue their advocacy for more funding.

Furthermore, there has been little movement on closing the achievement (or opportunity gap). Local districts, already doing the hard work to ensure each and every child is given a chance to succeed, feel the pressure to close the gap, but have been given little support by the state to that end. Beyond academics, students are coming to school with unstable housing, food insecurity, immigration status uncertainty, and trauma relating to all of the above. We need CSBA to understand how these challenges are uniquely affecting our area and students and to advocate for resources to overcome them, whether it is through increased funding (both state and federal), braided services, local control, and/or the recruitment, support, and retention of the education workforce that is on the ground working their hardest to make a difference for our students. And, we can not forget the
chronic underfunding of special education. CSBA needs to continue its efforts to ensure all students of all learning types are given the best education possible in the least restrictive environment possible through fully funding IDEA, and other resources to ensure our education workforce is trained in full inclusion.

7.7

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: February 5, 2026

Subject: **Approve Resolution No. 50-25/26 Relative to the Organization of District Administrators through June 30, 2028.**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

7.7
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
Relative to the Organization of District Administrators through June 30th, 2028
RESOLUTION #50-25/26

WHEREAS, declining enrollment reduces the revenue of the District; and

WHEREAS, the Alum Rock Union Elementary School District faces a level of uncertainty in state funding due to its status as a state-funded school district; and

WHEREAS, the District is committed to fiscal solvency and finds it prudent to further prepare for continued unforeseen budgetary adjustments from the Governor of California and the California State Legislature; and

WHEREAS, the District is committed to providing a quality educational program and the support and resources to students and families to ensure academic success; and

WHEREAS, the Board of Trustees desires to protect students and families from financial disruptions, and maintain its commitments to the certificated and classified staff to the extent possible; and

WHEREAS, THE Board of Trustees desires to ensure that the District has sufficient school sites to provide a classroom education accessible to the entirety of the Alum Rock community; and

WHEREAS, the Board of Trustees reaffirms its commitment to fiscal responsibility as set out under Board Resolution #33/20-21.

NOW THEREFORE BE IT RESOLVED THAT, the Board of Trustees of the Alum Rock Union Elementary School District, in recognition of the current revenue situation, eliminates the position of Executive Assistant in the Division of Instructional Services and directs that the duties and an administrative assistant position currently in the Student Support Services, Programs and Compliance Office be reassigned to provide support to the Assistant Superintendent of Instructional Services, effective July 1st, 2026; and

BE IT FURTHER RESOLVED, the position of Principal on Special Assignment in the Student Support Services, Programs and Compliance Office be eliminated effective July 1, 2026; and

BE IT FURTHER RESOLVED THAT, this Resolution modifies the existing freeze on the number of certificated supervisors and administrators under Board Resolution 67-24/25 at the new level of 42 full-time equivalents (FTE) and the number of classified supervisors and administrators at the level of 44 full-time equivalents (FTE), effective July 1, 2026, through June 30, 2028; and

BE IT FURTHER RESOLVED THAT, there will be no further appointment or employment of administrators, managers and supervisors in the District beyond the limits enumerated above from the date of passage of this Resolution through June 30, 2028; and

BE IT FURTHER RESOLVED THAT, no further administrator, managerial, supervisorial, or confidential position may be created in the District from the date of passage of this Resolution through June 30, 2028; and

BE IT FURTHER RESOLVED THAT, in the event the District receives additional unrestricted general fund revenue by June 30th, 2026, the Board of Trustees will reconsider the restoration of the cut positions.

BE IT FURTHER RESOLVED THAT the Superintendent shall take all such administrative actions necessary to implement the terms of this Resolution for full implementation by no later than July 1, 2026.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on February 12th, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Date: February 12, 2026

_____

Clerk of the Governing Board

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: **Jan 29, 2026**

Subject: **Approve School Sponsored Field Trips**

Staff Analysis: 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**

Recommendation: 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 KJ Title: Director of Student Support Services

Approved by: Daniel Burns DB Title: Interim Asst. Superintendent, Instructional Services

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

Recommend Approval

8.1
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

Field Trip Information Sheet

Overnight Field Trips are in BOLD

Field Trips for Board Approval: February 12, 2026

School	Field Trip Event	City, and County	Date	# of classes	Estimated Cost	Budget (coding)	Purpose: (academic standard the trip supports)
L	**Walden West Outdoor School**	**Saratoga, Santa Clara County**	**03/23/2026 03/27/2026**	**2**	**$2382.00 Transportation**	**060-9010-0-5835-00-1110-1000-000000-030-2110**	**Hands-on outdoor Science education.**
MT	O'Neil Sea Odyssey	Santa Cruz, Santa Cruz County	04/22/2026	7	$3,303.33 Transportation	088-8210-0-5835-00-1110-4000-000000-170-0502	Get real life experience by going on a boat, attend workshop and explore and learn about marine life a well as conservation efforts to help protect oceans and marine life. This would help enhance their in-class learning of their global unit science unit.
F	**Walden West Outdoor School**	**Saratoga, Santa Clara County**	**03/17/2026 03/20/2026**	**2**	**$556.96 Transportation**	**060-3010-0-5720-00-1110-1000-000000-285-1190**	**Students will be able to expand their knowledge of California ecosystems and how it applies to other ecosystems around the world. They will also have an opportunity to expand and utilize their academic vocabulary, as well as conduct research during class field days.**

ARUSD School	School Identifier
Adelante I	C
Adelante II	F
Aptitud	G
Hubbard	E
Linda Vista	H
Lucha	P
Lyndale	L
McCollam	T
Ocala	S
Painter	EE
Ren @ Mthson	RT
Russo	A
Ryan	SA
San Antonio	TR
Sheppard	MT

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: **Jan 30, 2026**

Subject: **2025 California Dashboard: District Performance Overview**

Staff Analysis: The 2025 Dashboard presentation for our district highlights key performance metrics, including academic achievement, chronic absenteeism, and suspension rates, providing a comprehensive overview of our progress and areas for improvement. The data reveals trends that inform our continuous improvement efforts, aligning with our commitment to equitable outcomes for all students. This presentation serves as a critical tool for engaging stakeholders in data-driven decision-making to support student success.

Fiscal Impact: **No**

Budgeted: **No**

Budget Source: **N/A**

Recommendation: Information/Presentation Only

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

Approved by: Daniel Burns Title: Interim Asst. Superintendent, Instructional Services

To the Board of Trustees:

Information/Presentation Only

8.2
Agenda Placement

Meeting: February 12, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: **January 26, 2026**

Subject: **Mid-Year Report on the Annual update to the 2024-2025 LCAP Budget Overview for Parents**

Staff Analysis: Senate Bill 144 requires LEAs to present an update on the annual update to the Local Control and Accountability Plan (LCAP) and Budget Overview for Parents (BOP) on or before February 28 each at a regularly scheduled meeting of the governing board or body of the LEA.
The report must include the following:

- All available mid-year outcome data related to metrics identified in the current LCAP; and
- All available mid-year expenditure and implementation data on all actions identified in the current LCAP.

Fiscal Impact: **No**

Budgeted: **No**

Budget Source: **LCAP – Local Control Accountability Plan**

Recommendation: Information/Presentation Only

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

Approved by: Daniel Burns Title: Interim Asst. Superintendent, Instructional Services

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

Information/Presentation Only

8.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 2205E858-8D67-42BE-9863-F797BA03EE42

8.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 3, 2026

Subject: **Resolution No.38-25/26**
Read Across America – March 2, 2026
March 2, 2026, has been proclaimed as Read Across America Day

Staff Analysis: The Alum Rock Union Elementary School District is proud to join with the National Education Association in calling upon the staff, families, and community of this district to ensure that every child is reading with a caring adult on March 2, 2026. The goal is to celebrate a nation of diverse readers, academically engaging students while building cultural awareness, encouraging empathy and acceptance, and emphasizing the importance of racial, social, and economic justice in public education.

Fiscal Impact: No

Budgeted: No Cost

Budget Source: Not Applicable

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve **Resolution No 38-25/26**, Read Across America Day - March 2, 2026, as presented.

Submitted by: Dr. Tara Bickford-Williams TB (Initial) Title: Director of Academic Services

Approved by: Daniel Burns DB Title: Interim Asst. Superintendent, Instructional Services

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

Recommend Approval

8.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Resolution No.28-25/26
PROCLAIMING MARCH 2, 2026
"READ ACROSS AMERICA DAY"

WHEREAS, the staff, parents, and community of the Alum Rock Union Elementary School District stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in the global economy, and

WHEREAS, the staff, parents, and community of the Alum Rock Union Elementary School District strive to provide significant leadership in the area of community involvement in the education of our youth, which is grounded in the principle that educational investment is the key to the community's well-being and long-term quality of life; and

WHEREAS, Read Across America Day, a national celebration of reading on March 2nd, promotes reading and adult involvement in the education of our community's students;

WHEREAS, "Read Across America" celebrates a nation of diverse readers, academically engaging students while building cultural awareness, encouraging empathy and acceptance, and emphasizing the importance of racial, social, and economic justice in public education;

NOW, THEREFORE, BE IT RESOLVED, on February 12, 2026, that the Alum Rock Union Elementary School District: Recognizes and adopts this resolution to celebrate Wednesday, March 2, 2026, as "Read Across America Day" and call upon the staff, parents, and the community of the Alum Rock Union Elementary School District to assure that every child is in a safe place reading with a caring adult on March 2, 2026.

PASSED AND ADOPTED this 12th day of February, 2026, by the Board of Trustees of the Alum Rock Union Elementary School District.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, President _____

Andrés Quintero, Vice-President _____

Minh Pham, Clerk _____

Corina Herrera-Loera, Member _____

Minh Nguyen, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on February 12, 2026.

_____ _____

Sandra Garcia, Interim Superintendent Date

Docusign Envelope ID: 2205E858-8D67-42BE-9863-F797BA03EE42

8.5

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: February 3, 2026

Subject: **Resolution No. 39-25/26**
Women's History Month – March, 2026
March 2026 has been proclaimed as Women's History Month.

Staff Analysis: This resolution proclaims the month of March 2026 as Women's History Month and encourages all educational communities to commemorate this occasion with appropriate instructional activities. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest education for all students.

Fiscal Impact: No

Budgeted: No Cost

Budget Source: Not Applicable

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve **Resolution No. 39-25/26**, Women's History Month, as submitted.

Submitted by: Dr. Tara Bickford-Williams Initial: TB Title: Director of Academic Services

Approved by: Daniel Burns Title: Interim Asst. Superintendent, Instructional Services

To the Board of Trustees:

Recommend Approval

8.5
Agenda Placement

Meeting: February 12, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Resolution No.39-25/26
PROCLAIMING MARCH, 2026
"WOMEN'S HISTORY MONTH"

WHEREAS, women of every race and ethnic background contributed to our country's triumphs and accomplishments in countless ways as wives, mothers, pioneers, nuns, indentured servants, and slaves; and

WHEREAS, women have played, and continue to play, a critical economic, cultural, and social role in every sphere of our nation's life by constituting a significant portion of the labor force working in and outside the home and as elected officials; and

WHEREAS, women have played a unique role throughout our history by providing the majority of the nation's volunteer labor force and have been particularly important in the establishment of early charitable, philanthropic, and cultural institutions in the country; and

WHEREAS, women of every race and ethnic background served as leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor union movement, and the modern civil rights movement, and

WHEREAS, the role of women in history has been overlooked and undervalued, and is an important part of the body of American and world history; and

WHEREAS, the *History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve,* states that the history of community, state, region, nation, and world must reflect the experiences of men and women in different racial, religious, and ethnic groups, and that these studies be integrated at every grade level in the curriculum.

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District: Recognizes and adopts this resolution to celebrate the month of March 2026, as "Women's History Month" and encourages all educational communities to commemorate this occasion with appropriate instructional activities; and be it further

PASSED AND ADOPTED this 12th day of February, 2026, by the Board of Trustees of the Alum Rock Union Elementary School District.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, President _____

Andrés Quintero, Vice-President _____

Minh Pham, Clerk _____

Corina Herrera-Loera, Member _____

Minh Nguyen, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on February 12, 2026.

_____ _____

Sandra Garcia, Interim Superintendent Date

8.6

Docusign Envelope ID: 2205E858-8D67-42BE-9863-F797BA03EE42

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: February 3,2026

Subject: **Resolution No.40-25/26**
Arts Education Month – March, 2026
March 2026 has been proclaimed as Arts Education Month

Staff Analysis: This resolution proclaims the month of March 2026 as Arts Education Month and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest quality education for all students

Fiscal Impact: No

Budgeted: No Cost

Budget Source: Not Applicable

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve **Resolution No. 40-25/26**, Arts Education Month, as submitted

Initial

Submitted by: Dr. Tara Bickford-Williams TB Title: Director of Academic Services

Approved by: Daniel Burns Title: Interim Asst. Superintendent, Instructional Services

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

Recommend Approval

8.6
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Resolution No. 40-25/26
PROCLAIMING MARCH, 2026
"ARTS EDUCATION MONTH"

WHEREAS, Arts Education, which includes dance, music, theater, media arts, and the visual arts, is an indispensable part of basic education for all students, kindergarten through grade twelve, to enhance their understanding of the world and to develop their full potential;

WHEREAS, through well-planned instruction and activities in art, children develop initiative, creative ability, self-expression, self-reflection, critical thinking skills, discipline, a heightened appreciation of beauty, and cross-cultural understanding;

WHEREAS, the arts are collectively one of the most important repositories of culture, and experience in the arts fosters insights and abilities central to the experience of life;

WHEREAS, many national and state professional arts education associations sponsor celebrations each March, encouraging student participation in the arts;

WHEREAS, these celebrations give California schools an important opportunity to focus on the value of the arts for all students, promote cross-cultural understanding, give recognition to the state's outstanding young artists, and enhance public support for the arts; and

WHEREAS, the *Visual and Performing Arts Framework for California Public Schools, Kindergarten through Grade Twelve,* adopted by the California State Board of Education in 1995, states that education in the arts is "essential for all students" and calls upon the California public schools to "provide a balanced curriculum, with the arts as a part of the core of all students, kindergarten through grade twelve, no matter what the students' abilities, language capacities, or special needs happen to be;"

NOW, THEREFORE, BE IT RESOLVED, the Alum Rock Union Elementary School District: Recognizes and adopts this resolution to celebrate the month of March 2026, as "Arts Education Month" and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts.

PASSED AND ADOPTED this 12th day of February, 2026, by the Board of Trustees of the Alum Rock Union Elementary School District.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, President _____

Andrés Quintero, Vice-President _____

Minh Pham, Clerk _____

Corina Herrera-Loera, Member _____

Minh Nguyen, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on February 12, 2026.

_____ _____

Sandra Garcia, Interim Superintendent Date

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 TRUSTEES

Date: January 29, 2026

To the Board of Trustees:

Subject: **Operational Bonds Performance Audit for Measures J, I and S for Fiscal Years 2021-22, 2022-23, 2023-24**

Support Information: The district hired an independent auditor, Harvey M Rose Associates, LLC, to conduct an operational bonds performance audit for Measures J, I & S for the three fiscal years, 2021-22, 2022-23, 2023-24. The firm presented the report to the Board at the January 29, 2026 Board Meeting.

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Operational Bonds Performance Audit for Measures J, I and S for Fiscal Years 2021-22, 2022-23, 2023-24.

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

To the Board of Trustees:

Recommend Approval

9.1
Agenda Placement

Meeting: February 12, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

9.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: February 3, 2026

To the Board of Trustees:

Subject: **Facilities Update Presentation**

Support Information: Staff will provide updates with a presentation

****PRESENTATION/INFORMATION****

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

To the Board of Trustees:

Meeting: February 12, 2026
Regular Board Meeting

PRESENTATION / INFORMATION

9.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by: _____

Approved: _____ Not Approved: _____ Tabled:

_

9.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: Date: February 3, 2026

Subject: **Approve VER Consultants Contract Agreement**

Support Information: VER Consultants will work on behalf of the District to provide consulting services to support work associated with the development application for site improvements at the former Renaissance Academy at Fischer site.

Fiscal Impact: YES

Budget Source: Bonds Program, Measure I

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the contract agreement with VER Consultants in the amount of $112,000 including an advance retainer payment of $14,000 to commence work associated with the development application for site improvements at the former Renaissance Academy at Fischer site.

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

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

Recommend Approval

9.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

INDEPENDENT CONSULTANT AGREEMENT FOR CONSULTING/GOVERNMENT RELATIONS SERVICES

This Independent Consultant Agreement for Consulting/Government Relations Services ("Agreement") is made and entered into as of the 13 day of February, 2026 by and between the Alum Rock Elementary School District, ("District") and VER CONSULTANTS ("Consultant"), (together, "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 4526, authorizes District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, Consultant is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. Consultant shall provide Consulting/Government Relations services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

2. **Term**. Consultant shall commence providing services under this Agreement on February 13, 2026 and will diligently perform as required and complete performance by August 31, 2026, ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents**. Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

   X Signed Agreement
   X Workers' Compensation Certification
   X Prevailing Wage Certification
   X Fingerprinting/Criminal Background Investigation Certification
   X Insurance Certificates and Endorsements
   X W-9 Form
   _____ Other: _____

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Hundred Twelve Thousand Dollars ($112,000), with a fourteen thousand ($14,000) retainer being required for work to commence. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services is as follows:

4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

6. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

7. **Independent Contractor**. Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Certificates/Permits/Licenses/Registrations**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

9. **Performance of Services.**

9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

9.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any

error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

9.3. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

9.4. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

9.5. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various Projects for District. Consultant shall obtain the approval of District prior to the commencement of a new Project.

10. **Originality of Services**. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

    In the event District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that District uses any fully or partially completed documents without Consultant's full involvement, District shall remove all title blocks and other information that might identify Consultant.

12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

13. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

14. **Termination**.

14.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

14.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

14.2.1. material violation of this Agreement by Consultant; or

14.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage; or

14.2.3. Consultant is adjudged as bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination for cause, District may secure the required services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expenses, fees, and/or costs. The foregoing provisions

are in addition to and not a limitation of any other rights or remedies available to District.

14.3. Upon termination, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

15. **Indemnification.**

15.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties. Whereas the cost to defend the Indemnified Parties charged to Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

15.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

15.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

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16. **Insurance.**

16.1. **Coverage**. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	$1,000,000
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability, per accident for bodily injury or disease	$ 1,000,000

16.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

16.1.2. **Workers' Compensation and Employer's Liability Insurance**. Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Consultant, its employees, agents and subcontractors. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

16.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

16.2. **Proof of Carriage of Insurance**. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

16.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

16.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

16.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance.

16.2.4. An endorsement stating that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

16.2.5. An endorsement stating that there shall be a waiver of any subrogation.

16.2.6. Consultant's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

16.2.7. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.

16.2.8. Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Consultant's commencement of Work, including subsequent policies purchased as renewals or replacements.

16.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

16.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

17. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

17.1. **Labor Code Requirements**: Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with District.

17.1.1. **Registration**: If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to District the name and DIR registration number for Consultant and any applicable subcontractor.

17.1.2. **Certified Payroll Records**: Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by District or the Department of Industrial Relations.

17.1.3. **Labor Compliance**: Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

18. **Anti-Discrimination**. It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

19. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

19.1. All site visits shall be arranged through District;

19.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

19.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

19.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting District;

19.5. Consultant and Consultant's employees shall not use student restroom facilities; and

19.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

20. **Disabled Veteran Business Enterprises**. Education Code section 17076.11 requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by District, appropriate documentation to District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

23. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. **Confidentiality**. Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:	**Consultant:**
Alum Rock Elementary School District	VER Consultants
2930 Gay Avenue	_____
San Jose, CA 95127	_____
FAX: 408-928-6417	FAX: _____
EML: eric.wasinger@arusd.org	EML: _____
ATTN: Eric Wasinger	ATTN: _____

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Assignment**. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.

27. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

29. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

32. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to

contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

38. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

39. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2026

Alum Rock Elementary School District

Signed By: _____

Print Name: Eric Wasinger

Print Title: Senior Executive of Bonds, Maintenance, Operations, and Transportation

Dated: _____, 2026

_____

Signed By: _____

Print Name: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other: _____

_____:
Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

Consultant's duties and services under this Agreement shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

CONSULTANT SCOPE OF WORK

Thank you again for providing VER Consultants with the opportunity to present you with a consulting service proposal. Having a team of industry experts and former city employees, we are experienced not only in putting together strong entitlement and construction documents, but more importantly, we understand the Department of State Architect, and the City of San Jose; its governmental processes and what it takes to help staff view your project in a favorable light. If you agree with the proposal below, please sign the attach cost proposal.

Respectfully,

Vince Rivero, APA, MIPE, LEED – Principal Ying Chen Principal
Hon. Xavier E. Campos (Ret.) – Principal

Project Approach

VER Consultants will work on behalf of the Alum Rock Union Elementary School District to provide consulting/government relations services to include but not limited to meeting with elected and non-elected government officials, department heads, representing the client at public hearings to and submitting and processing all required documents with applicable City of San Jose departments.

Firm Qualifications and Experience

VER Consultants is the proposer. The primary contact is Vincent Rivero, Principal. His contact information is as follows: Mobil - (408) 813-2010 |vrivero@ver- consultants.com

VER Consultants is a full-service land use and engineering firm. Our team of experts has extensive government, land use planning, and engineering experience to

Professional Services Agreement

effectively launch and complete your construction projects. We manage a strong relationship network to strategically position your project, and align the necessary resources to make your vision a reality. Additionally, VER Consultants has extensive experience working with local, state and federal government to find practical solutions for regulatory issues that may be encountered through the project development process. Our rich portfolio demonstrates our expertise and experience in various areas, including the following:

- Architecture
- Engineering
- Project management
- Zoning code compliance analysis
- Permit and land use processing
- Land and ownership constraints due diligence
- Design team coordination
- Permit processing and coordination with city and regional staff
- Land subdivision and mapping
- Permit and construction plan set development
- Environmental documentation processing
- Building permit compliance coordination
- Building inspection coordination and certificate of occupancy procurement

Our Team

The team at VER Consultants is uniquely positioned to provide you with expert guidance and support to make your construction goals a reality. We leverage our team's 25+ years of experience and expertise in government, land entitlement, and construction management. VER Consultants uses strategic thinking, partnership-building, subject matter expertise, and efficiency to accomplish your goals.

Our team is led by Principal and Chief Engineer, Vincent Rivero, APA, MIPE, LEED. With almost two decades of project management and land use planning experience, Vincent Rivero has emerged as one of the Bay Area's premier civil engineers and urban development professionals. Having begun his career completing construction and permitting efforts, Rivero has an impressive track record that has created a physical impact on the skylines of cities throughout Northern California, most notably, the City of San Jose. Rivero has worked on a diverse set of land use projects, ranging from large campus developments such as CarrAmerica and BEA, to complex urban development sub-division sites such as Communication Hill in South San Jose. Additionally, Rivero has experience working on the development of single-single family lots and single-family renovations. While advising the Cisco System's project in Coyote Valley and North San Jose, Rivero was

responsible for obtaining entitlements for their new campus. Although a complicated process, Rivero successfully led company efforts to the build new campus in the City of San Jose. Having led project management and land use planning for the California

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fax 408.834.7836
www.**ver-consultants**.com

Metropolitan Transportation Commission, Rivero has also developed an extensive body of work in the public sector. From acting as an advisor for public agencies seeking counsel on plans for proposed development within their jurisdiction to designing and planning future public buildings, Rivero has been able to artfully work through the bureaucracy of the public sector. One such example is Rivero's work on behalf of the San Ramon Valley United School District (SRVUSD). In the 1980s, SRVUSD undertook the reconstruction of many of its school facilities. Twenty years later, when those same schools needed to be redesigned and reconstructed,

Rivero was called upon to redesign the building, parking lots, landscaping, and play fields. Underground utility systems were also redesigned, and the sites became more storm water quality friendly.

Rivero is unique in the urban development and civil engineering profession because of his rare mix of technical and political skills. This combination can provide a client with the technical roadmap for success while also considering the political realities that must be overcome to move a project from blueprints to reality.

Rivero received both his BA and Master's degree in Urban Planning from San Jose State University. He is also an active member of the American Planning Association and the American Institute of Planners. He also maintains active licenses with the American Green Building Associations License #277197 and the Builders and Designers Bureau License #5950842.

Rivero is also fluent in the following technical designations: CAD Design and GIS Systems, CEQA and Regional Planning Policies, ADA Compliance.

Support Team:

Ying Chen, Principal, PE, Senior Engineer

Ms. Chen is a graduate of the University of California at Los Angeles (UCLA). She graduated with a B.S. in Civil Engineering. Ms. Chen has over 11 years of experience working in her field as a Civil Engineer on projects throughout the Bay Area which have included large and small residential and commercial projects.

Ying's design experience includes designing grading, drainage, erosion control and stormwater control plans; design development of sewer and storm drain systems; street improvement plans and mapping. In addition, Ms. Chen is fluent in CAD Design Systems.

Hon. Xavier Campos (Ret.), Principal, Project Management

Having extensive experience in community affairs, local government and land use, Xavier brings over 30 years of service to the public and private sectors of Silicon Valley. Xavier worked for 20 years with the Mexican American Community Services Agency, Inc. (MACSA) where he served as Chief Operations Officer. While at MACSA

he opened operated the MACSA Youth Center, worked on and completed 2 affordable housing developments in East San Jose providing 119 units of affordable housing to the San Jose Workforce. Additionally, Xavier secured State grant funding to build and complete a community/youth center on thecampus of South Valley Jr. High School in Gilroy, California. Appointed as a member of the City of San Jose's Planning Commission in 2002, Xavier's support was key in advancing development projects that have changed San Jose's downtown skyline, creating over 10,000 housing units and delivered thousands of jobs to local residents.

After serving for eight years as a Planning Commissioner, Campos went on to serve on the San Jose City Council, representing the City's 5th Council district. During his time on the City Council, Xavier focused on bringing critical resources and amenities to his district to improve infrastructure, create new bike lanes, create and improve parks and provide critical City funding to the neighborhoods in his district.

Additionally, under Xavier's leadership, the City of San Jose entered into a Sister City relationship with the City of Guadalajara, Jalisco, Mexico and established a diplomatic and business relationship to this region of Mexico which is considered to be the "Silicon Valley" of Mexico. Xavier was appointed by San Jose Mayor Chuck Reed to serve on the Santa Clara Valley Transportation Authority Board, where he succeeded in providing critical transportation projects to San Jose, these projects included securing VTA commitment for the light rail extension to the Eastridge Transit Station; funding the BART extension from the City of Fremont to San Jose; committing funding and breaking ground for the Bus Rapid Transit (BRT) line from The Eastridge Transit Station to the San Jose Diridon Transit Station and bringing high speed rail to the San Jose Diridon Transportation Station. Xavier also served on the Capitol Corridor Joint Powers Board providing oversight for commuter rail service for Santa Clara, San Francisco, Alameda, Sacramento, Contra Costa, Solano, Placer and Yolo Counties. During his time in public service, Xavier served on the executive board of the League of California Cities, Latino Caucus, where he played a lead role in advocating for legislative priorities in support of large and small cities throughout the state of California.

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VER

Scope of Work

Consulting Services/Government Relations:

1. VER Consultants will work on behalf of The Alum Rock Union Elementary School District (ARUESD)to provide consulting services to support work associated with a development application for site improvements at 1720 Hopkins Drive. Consulting work includes but is not limited to meeting with the project team, general contractor, architect, project engineers and jurisdictional entities

Professional Services Agreement

including the Department of State Architect (DSA), City of San Jose and Santa Clara.

Compensation:

VER Consultants will provide scope of services described in this proposal with a monthly retainer not to exceed $112,000. A retainer of $14,000 will be required for work to commence. VER Consultants will bill ARUSD at the beginning of each month through August of the 2026.

City Fees:

All fees to the State of California DSA, the City of San Jose and Santa Clara County are the responsibility of Client. In the event VER Consultants is required to pay fees to the City upfront, VER Consultants will be entitled to receive reimbursement from client.

County Fees: (If Applicable)

All fees to the County of Santa Clara are the responsibility of Client. In the event VER Consultants is required to pay fees to the County upfront, VER Consultants will be entitled to receive reimbursement from client. Printing Fees Additionally, any printing costs associated with the printing of plan sets are to be paid by the client. In the event VER Consultants pays this cost up front, VER Consultants will be entitled to receive reimbursement from client.

Duration of the Agreement

The duration of the agreement will be determine based on timelines ARUSD commits to DSA, City of San Jose and Santa Clara County. However, our ability to implement

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the components outlined above will be fully functional upon having entered into an agreement. Both parties shall provide 30 day notice before ending this service contract. If you agree with the above referenced terms, please sign and date below:

EXHIBIT B
HOURLY BILLING RATES

Consultant's entire proposal is **not** incorporated.

[INSERT HOURLY RATES AND FEE SCHEDULE FROM CONSULTANT]

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in relevant part:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: VER CONSULTANTS

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Name of Consultant: VER CONSULTANTS

Signature: _____

Print Name and Title: _____

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to District that I am a representative of Consultant entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

☐ The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.

☐ Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

☐ Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code Section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Name of Consultant: VER CONSULTANTS

Signature: _____

Print Name: _____

Title: _____

December 19, 2025

Sandra Garcia, Superintendent
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

To: Superintendent Garcia,

Thank you again for providing VER Consultants with the opportunity to present you with a consulting service proposal. Having a team of industry experts and former city employees, we are experienced not only in putting together strong entitlement and construction documents, but more importantly, we understand the Department of State Architect, and the City of San Jose; its governmental processes and what it takes to help staff view your project in a favorable light. If you agree with the proposal below, please sign the attach cost proposal.

Respectfully,

Vince Rivero, APA, MIPE, LEED – Principal Ying Chen - Principal
Hon. Xavier E. Campos (Ret.) – Principal

Project Approach

VER Consultants will work on behalf of the Alum Rock Union Elementary School District to provide consulting/government relations services to include but not limited to meeting with elected and non-elected government officials, department heads, representing the client at public hearings to and submitting and processing all required documents with applicable City of San Jose departments.

Firm Qualifications and Experience

VER Consultants is the proposer. The primary contact is Vincent Rivero, Principal. His contact information is as follows: Mobil - (408) 813-2010 |vrivero@ver-consultants.com
VER Consultants is a full-service land use and engineering firm. Our team of experts has extensive government, land use planning, and engineering experience to

1154 Park Avenue
San Jose, California 95126
main 408.834.7889
fax 408.834.7836
www.**ver-consultants**.com

effectively launch and complete your construction projects. We manage a strong relationship network to strategically position your project, and align the necessary resources to make your vision a reality. Additionally, VER Consultants has extensive experience working with local, state and federal government to find practical solutions for regulatory issues that may be encountered through the project development process. Our rich portfolio demonstrates our expertise and experience in various areas, including the following:

- Architecture
- Engineering
- Project management
- Zoning code compliance analysis
- Permit and land use processing
- Land and ownership constraints due diligence
- Design team coordination
- Permit processing and coordination with city and regional staff
- Land subdivision and mapping
- Permit and construction plan set development
- Environmental documentation processing
- Building permit compliance coordination
- Building inspection coordination and certificate of occupancy procurement

Our Team

The team at VER Consultants is uniquely positioned to provide you with expert guidance and support to make your construction goals a reality. We leverage our team's 25+ years of experience and expertise in government, land entitlement, and construction management. VER Consultants uses strategic thinking, partnership-building, subject matter expertise, and efficiency to accomplish your goals.

Our team is led by Principal and Chief Engineer, Vincent Rivero, APA, MIPE, LEED. With almost two decades of project management and land use planning experience, Vincent Rivero has emerged as one of the Bay Area's premier civil engineers and urban development professionals. Having begun his career completing construction and permitting efforts, Rivero has an impressive track record that has created a physical impact on the skylines of cities throughout Northern California, most notably, the City of San Jose. Rivero has worked on a diverse set of land use projects, ranging from large campus developments such as CarrAmerica and BEA, to complex urban development sub-division sites such as Communication Hill in South San Jose. Additionally, Rivero has experience working on the development of single-single family lots and single-family renovations. While advising the Cisco System's project in Coyote Valley and North San Jose, Rivero was responsible for obtaining entitlements for their new campus. Although a complicated process, Rivero successfully led company efforts to the build new campus in the City of San Jose. Having led project management and land use planning for the California

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Metropolitan Transportation Commission, Rivero has also developed an extensive body of work in the public sector. From acting as an advisor for public agencies seeking counsel on plans for proposed development within their jurisdiction to designing and planning future public buildings, Rivero has been able to artfully work through the bureaucracy of the public sector. One such example is Rivero's work on behalf of the San Ramon Valley United School District (SRVUSD). In the 1980s, SRVUSD undertook the reconstruction of many of its school facilities. Twenty years later, when those same schools needed to be redesigned and reconstructed, Rivero was called upon to redesign the building, parking lots, landscaping, and play fields. Underground utility systems were also redesigned, and the sites became more storm water quality friendly.

Rivero is unique in the urban development and civil engineering profession because of his rare mix of technical and political skills. This combination can provide a client with the technical roadmap for success while also considering the political realities that must be overcome to move a project from blueprints to reality.
Rivero received both his BA and Master's degree in Urban Planning from San Jose State University. He is also an active member of the American Planning Association and the American Institute of Planners. He also maintains active licenses with the American Green Building Associations License #277197 and the Builders and Designers Bureau License #5950842.
Rivero is also fluent in the following technical designations: CAD Design and GIS Systems, CEQA and Regional Planning Policies, ADA Compliance.

Support Team:

Ying Chen, Principal, PE, Senior Engineer

Ms. Chen is a graduate of the University of California at Los Angeles (UCLA). She graduated with a B.S. in Civil Engineering. Ms. Chen has over 11 years of experience working in her field as a Civil Engineer on projects throughout the Bay Area which have included large and small residential and commercial projects.
Ying's design experience includes designing grading, drainage, erosion control and stormwater control plans; design development of sewer and storm drain systems; street improvement plans and mapping. In addition, Ms. Chen is fluent in CAD Design Systems.

Hon. Xavier Campos (Ret.), Principal, Project Management

Having extensive experience in community affairs, local government and land use, Xavier brings over 30 years of service to the public and private sectors of Silicon Valley. Xavier worked for 20 years with the Mexican American Community Services Agency, Inc. (MACSA) where he served as Chief Operations Officer. While at MACSA

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he opened operated the MACSA Youth Center, worked on and completed 2 affordable housing developments in East San Jose providing 119 units of affordable housing to the San Jose Workforce. Additionally, Xavier secured State grant funding to build and complete a community/youth center on thecampus of South Valley Jr. High School in Gilroy, California. Appointed as a member of the City of San Jose's Planning Commission in 2002, Xavier's support was key in advancing development projects that have changed San Jose's downtown skyline, creating over 10,000 housing units and delivered thousands of jobs to local residents.

After serving for eight years as a Planning Commissioner, Campos went on to serve on the San Jose City Council, representing the City's 5th Council district. During his time on the City Council, Xavier focused on bringing critical resources and amenities to his district to improve infrastructure, create new bike lanes, create and improve parks and provide critical City funding to the neighborhoods in his district. Additionally, under Xavier's leadership, the City of San Jose entered into a Sister City relationship with the City of Guadalajara, Jalisco, Mexico and established a diplomatic and business relationship to this region of Mexico which is considered to be the "Silicon Valley" of Mexico. Xavier was appointed by San Jose Mayor Chuck Reed to serve on the Santa Clara Valley Transportation Authority Board, where he succeeded in providing critical transportation projects to San Jose, these projects included securing VTA commitment for the light rail extension to the Eastridge Transit Station; funding the BART extension from the City of Fremont to San Jose; committing funding and breaking ground for the Bus Rapid Transit (BRT) line from The Eastridge Transit Station to the San Jose Diridon Transit Station and bringing high speed rail to the San Jose Diridon Transportation Station. Xavier also served on the Capitol Corridor Joint Powers Board providing oversight for commuter rail service for Santa Clara, San Francisco, Alameda, Sacramento, Contra Costa, Solano, Placer and Yolo Counties. During his time in public service, Xavier served on the executive board of the League of California Cities, Latino Caucus, where he played a lead role in advocating for legislative priorities in support of large and small cities throughout the state of California.

Scope of Work

Consulting Services/Government Relations:

1. VER Consultants will work on behalf of The Alum Rock Union Elementary School District (ARUESD)to provide consulting services to support work associated with a development application for site improvements at 1720 Hopkins Drive. Consulting work includes but is not limited to meeting with the project team, general contractor, architect, project engineers and jurisdictional entities

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including the Department of State Architect (DSA), City of San Jose and Santa Clara.

Compensation:

VER Consultants will provide scope of services described in this proposal with a monthly retainer not to exceed $112,000. A retainer of $14,000 will be required for work to commence. VER Consultants will bill ARUSD at the beginning of each month through August of the 2026.

City Fees:

All fees to the State of California DSA, the City of San Jose and Santa Clara County are the responsibility of Client. In the event VER Consultants is required to pay fees to the City upfront, VER Consultants will be entitled to receive reimbursement from client.

County Fees: (If Applicable)

All fees to the County of Santa Clara are the responsibility of Client. In the event VER Consultants is required to pay fees to the County upfront, VER Consultants will be entitled to receive reimbursement from client. Printing Fees Additionally, any printing costs associated with the printing of plan sets are to be paid by the client. In the event VER Consultants pays this cost up front, VER Consultants will be entitled to receive reimbursement from client.

Duration of the Agreement

The duration of the agreement will be determine based on timelines ARUSD commits to DSA, City of San Jose and Santa Clara County. However, our ability to implement the components outlined above will be fully functional upon having entered into an agreement. Both parties shall provide 30 day notice before ending this service contract. If you agree with the above referenced terms, please sign and date below:

_____ Date_____

Sandra Garcia
Alum Rock Union School District

_____ Date_____

Vince Rivero, Principal
VER Consultants

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Professional Services Agreement

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ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

CONTRACTOR CERTIFICATION:
PROHIBITION ON POLITICAL CONTRIBUTIONS

CONTRACTOR NAME: VER CONSULTANTS ("Contractor")

On December 18, 2025, the Board of Trustees of the Alum Rock Union Elementary School District ("ARUSD") adopted Board Resolution #33-25/26 prohibiting political contributions by firms contracting with the Alum Rock Union Elementary School District, and defining appropriate certification, disclosure, and enforcement mechanisms. A copy of Resolution #33-25/26 is attached hereto. Per the Resolution, The Board of Trustees has directed that, as a condition of contract award, Contractor shall submit this signed Certification under penalty of perjury affirming compliance with the provisions of Resolution #33-25/26.

By signing below, Contractor certifies the following:

1. Contractor has read and understands Resolution #33-25/26 and agrees to abide by its terms as a condition of award of any contract with the Alum Rock Union Elementary School District for the period of time specified in Resolution #33-25/26, and has read and understands and agrees to the District's remedies therein upon a material breach of Resolution #33-25/26.

2. Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or other entity under its control) has not made any political contribution or pledge of contribution, whether monetary or in-kind, to any current or prospective candidate for the ARUSD School Board, any ARUSD political committee, or any committee controlled by such candidate or officeholder during the 18 month period immediately preceding the contract award, nor during any negotiations for the Contract.

3. During the term of this Contract, and for a period of 18 months following its expiration or termination, Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or controlled entity) shall not directly or indirectly make any contribution or pledge of contribution to:

   - any candidate for the ARUSD School Board;
   - any current ARUSD School Board Member running for any local, state, or federal office;
   - any ARUSD-related political campaign; or
   - any political action committee or independent-expenditure committee whose expenditures support or oppose ARUSD Board Members or candidates for the ARUSD School Board or any other office held or sought by an ARUSD Board Member.

Sandra Garcia, Interim Superintendent

Board of Trustees: Linda Chavez, President, Andrés Quintero, Vice-President
Minh Pham, Clerk ·Corina Herrera-Loera, Member· Minh Nguyen, Member

For purposes of this Section, "contribution" includes direct monetary contributions; in-kind contributions; and contributions made to or through independent-expenditure committees (IEs), political action committees (PACs), or similar entities.

4. Contractor shall disclose in writing to ARUSD any political contributions made during the Contract term (or restricted post-contract period), including the identity of the recipient, the amount, the date, and whether the contribution was direct or associated with independent expenditures.

5. Contractor will provide a copy of this signed Certification and the attached Resolution #33-25/26 to each of its officers, directors, principals, owners, subsidiaries, affiliates, subcontractors, or other entity under its control.

The undersigned hereby certifies under penalty of perjury under the laws of the State of California that they are authorized to execute this certification on behalf of Contractor and that the foregoing certifications are true and correct.

Dated: _____

"Contractor"

VER CONSULTANTS

Print name:_____

Title:_____

Docusign Envelope ID: 1006AD78-D60F-4587-9F69-8610F223C494

ALUM ROCK UNION SCHOOL DISTRICT

RESOLUTION NO. 33-25/26

RESOLUTION ADOPTING A POLICY PROHIBITING POLITICAL CONTRIBUTIONS BY CONTRACTED FIRMS

Adopted: December 18, 2025

WHEREAS, the Alum Rock Union School District ("ARUSD" or "District") is committed to upholding the highest standards of transparency, fairness, and public trust in all aspects of its operations, including the procurement and administration of contracts for district services, facilities, and programs; and

WHEREAS, the District has a compelling interest in ensuring that taxpayer dollars are used solely for their intended public purpose and are not—directly or indirectly—used as a vehicle for political influence, favoritism, or advancement; and

WHEREAS, political contributions made by firms seeking or holding District contracts, or by their subsidiaries, principals, subcontractors, or controlled entities, may create real or perceived conflicts of interest that undermine confidence in the integrity of District decision-making; and

WHEREAS, the appearance of impropriety is particularly concerning in connection with large-scale or long-term projects, where public funds and public trust must be safeguarded with particular care; and

WHEREAS, similar prohibitions appear in the Levine Act (Government Code section 84308), which restricts certain political contributions between parties seeking contracts, licenses, or permits and local agency officials involved in making those decisions, reflecting well-established state policy to prevent undue influence in governmental contracting; and

WHEREAS, the Board of Trustees seeks to adopt clear standards that eliminate the risk that public funds associated with District contracts could be used, intentionally or unintentionally, to influence ARUSD Board elections or related political activities; and

WHEREAS, the Board finds that prohibiting political contributions by firms contracting with ARUSD—and defining appropriate certification, disclosure, and enforcement mechanisms—will strengthen public trust and uphold the District's commitment to ethical stewardship of public resources;

NOW, THEREFORE, BE IT RESOLVED That the Board of Trustees of the Alum Rock Union School District hereby adopts the following Prohibition on Political Contributions by Contracted Firms, to be incorporated into all District contracts issued on or after the date of this Resolution:

Docusign Envelope ID: 1006AD78-D60F-4587-9F69-8610F223C494

Contractor Political Contribution Prohibition

1. **Pre-Award Certification**
   The Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or other entity under its control) hereby certifies that it has made no political contribution or pledge of contribution—whether monetary or in-kind—to any current or prospective candidate for the ARUSD School Board, any ARUSD political committee, or any committee controlled by such candidate or officeholder during the 18 month period immediately preceding the contract award, nor during any negotiations for this Contract.

2. **Prohibition During and After the Contract Term**
   During the term of this Contract, and for a period of 18 months following its expiration or termination, the Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or controlled entity) shall not directly or indirectly make any contribution or pledge of contribution to:

   - any candidate for the ARUSD School Board;
   - any current ARUSD School Board Member running for any local, state, or federal office;
   - any ARUSD-related political campaign; or
   - any political action committee or independent-expenditure committee whose expenditures support or oppose ARUSD Board Members or candidates for the ARUSD School Board or any other office held or sought by an ARUSD Board Member.

   For purposes of this Section, "contribution" includes direct monetary contributions; in-kind contributions; and contributions made to or through independent-expenditure committees (IEs), political action committees (PACs), or similar entities.

3. **Certification and Disclosure Requirements**
   As a condition of contract award, the Contractor shall submit a written certification under penalty of perjury affirming compliance with this provision.

   A copy of this Resolution shall be provided to the Contractor and to any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or other entity under its control. Each such party shall sign an acknowledgment confirming receipt of the Resolution. The District shall retain proof of all signed acknowledgments in its official contract files.

   The Contractor shall also disclose any political contributions made during the contract term (or restricted post-contract period), including the identity of the recipient, the amount, the date, and whether the contribution was direct or associated with independent expenditures.

Docusign Envelope ID: 1006AD78-D60F-4587-9F69-8610F223C494

4. **Material Breach and Remedies**
   Any violation of this provision shall constitute a material breach of the Contract and may result in remedies including, but not limited to:

   - termination of the Contract;
   - forfeiture or repayment of District funds;
   - ineligibility for future District contracts; and
   - any additional remedies available under law or District policy.

BE IT FURTHER RESOLVED that the Superintendent, or designee, is directed to incorporate this language into all applicable District contracts and procurement documents; to develop administrative procedures to ensure compliance; and to provide guidance to District staff, consultants, and prospective contractors regarding these requirements.

BE IT FINALLY RESOLVED that this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union School District on this 18th day of December, 2025, by the following vote:

AYES: 4
NOES:
ABSENT: 0
ABSTAIN: 0

Signed by:
Minh Pham
8C9EAC63459C459...

Clerk of the Governing Board

Date: December 18, 2025

9.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 31, 2026

Subject: **Approve Quote No. Q-13608 and Quote No. Q-13609 through Miracle Playsystems Inc. for the Installation of a Primary Play Structure at the former Renaissance Academy at Fischer and the Purchase of a 20' x 20' Shade Structure (Piggyback Contract No. 010521-LTS)**

Support Information: The Board of Trustees approved the purchase of a play structure for Cassell Elementary on December 15, 2022. The play structure was subsequently purchased and stored at the District Office.

Following the finalization of anticipated school closures and campus consolidation, it was determined that the previously purchased play structure would be installed at the former Renaissance Academy at Fischer.

Item	Amount
Installation of Primary Play Structure	$193,421.88
Shade Structure (20' x 20')	$ 16,400.01
Grand Total	$209,821.89

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustee approve Quote No. Q-13608 and Quote No. Q-13609 in the total amount of $209,821.89 through Sourcewell Piggyback Contract No. 010521-LTS with Miracle Playsystems Inc.

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

To the Board of Trustees: Meeting: February 12, 2026

Regular Board Meeting

Recommend Approval

9.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Job Number: 25-8140
Job: Adelante Dual Language - Primary Installation
Quote Name: Quote-25-8140-Adelante Dual Language - Primary Installation
Quote Number: Q-13609

Prepared by:
Jean Tyan
jean@miracleplaysystems.com

Terms: Installation Only - Mobilization Deposit - 25% due at time of order, Balance Net 30 upon completion

Remit to: Miracle Playsystems
1276 S Main St.,
Salinas, CA 93901

Sub Total: $190,129.00
Freight: $0.00
Estimated Tax: $3,292.88
Total: $193,421.88

Installation Services

State Prevailing wages applied
Trucking and Bobcat access required

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B15	**MREC 25_8140_AdelanteDualLanguage_001** Installation of owner provided MREC 5-12 Play Structures per plan 25_8140_AdelanteDualLanguagePrimary_001 dated 09/29/2025 to manufacturer recommendations through asphalt. Footing spoils disposed off-site.	1	$70,806.00	$70,806.00	$0.00
B15	**Custom Canopies 20' x 20' x10'H DSA** Installation only of owner provided Custom Canopies Hip Canopy 20' x 20' x 10'H with Fabric Top Four Posts using 2' Dia x 4' Deep footings with mfg provided rebar cages through asphalt per manufacturer's recommendations. Footing spoils disposed off-site.	1	$22,973.00	$22,973.00	$0.00
C11	**SafePour 2916 SF 3.5" 50/50** Poured-In-Place: Supply approx 2916 SF of SAFEPOUR Standard EPDM 1-3.5mm HP-Color granules pour-in-place resilient rubber surfacing.	1	$35,124.00	$35,124.00	$3,292.88

C1	**SafePour 2916 SF 3.5" 50/50** Poured-In-Place: Install approx 2916 SF of SAFEPOUR Standard EPDM 1-3.5mm HP-Color granules pour-in-place resilient rubber surfacing at 3.5" thickness (meets 8' fall) using 50% Black and 50% Standard Color with Standard "Aromatic" binder. Includes approx 216 LF perimeter keyway. at 3.5" thickness (meets 8' fall) using 50% Black and 50% Standard Color with Standard "Aromatic" binder. Includes approx 216 LF perimeter keyway.	1	$52,686.00	$52,686.00	$0.00
B24	**Pick & Pull Corp Yard** Provide trucking and labor to Pick & Pull MREC shipment from District Corp Yard, includes disposal of shipping packaging.	1	$2,906.00	$2,906.00	$0.00
				Installation Services SUBTOTAL:	$184,495.00
				Installation Services TOTAL:	$184,495.00

Bonds

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
BONDING	Bonding Fees	1	$5,634.00	$5,634.00	$0.00
				Bonds SUBTOTAL:	$5,634.00
				Bonds TOTAL:	$5,634.00

Sub Total: $190,129.00
Freight: $0.00
Estimated Tax: $3,292.88
Grand Total: $193,421.88

Job Number: 25-9023
Job: Adelante Dual Language Primary - Shade Structure
Quote Name: Quote-25-9023-Adelante Dual Language Primary - Shade Structure
Quote Number: Q-13608

Prepared by:
Jean Tyan
jean@miracleplaysystems.com

Terms: Net 30 - Subject to approval by Miracle Playsystems Credit Manager

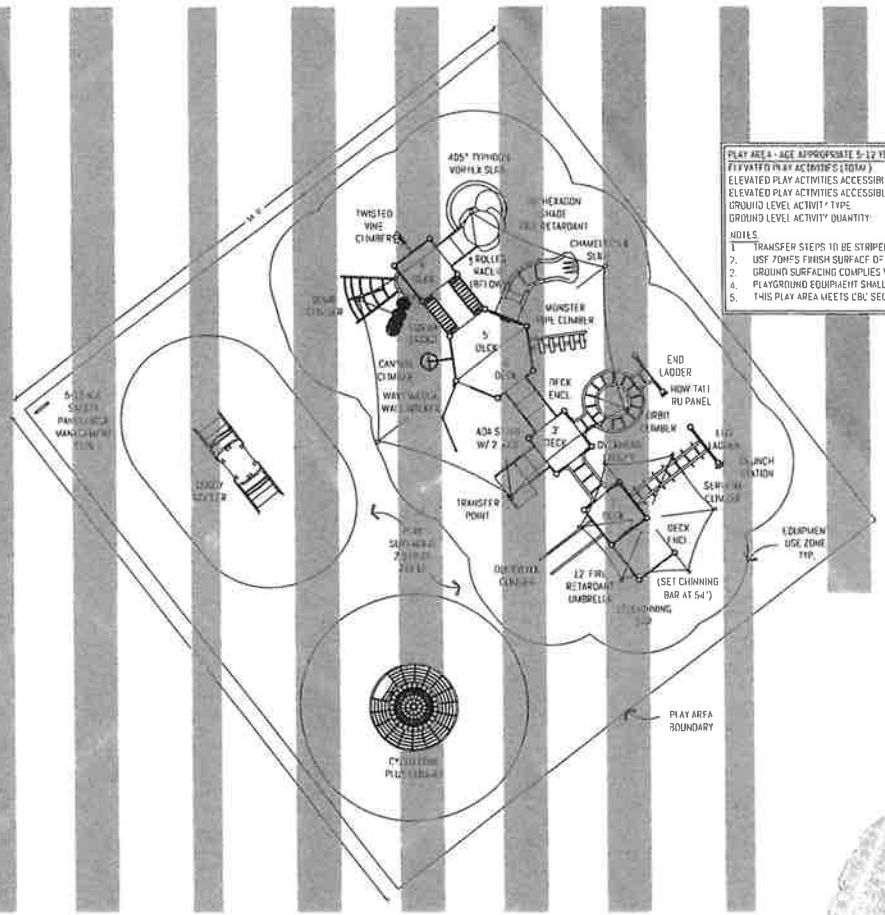
Remit to: Miracle Playsystems
1276 S Main St.,
Salinas, CA 93901

Sub Total: $13,002.40
Freight: $2,310.00
Estimated Tax: $1,087.61
Total: $16,400.01

Custom Canopies

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
EQUIP19	Custom Canopies Equipment Hip Canopy - 20x20x10, 4 Posts: Endplate Footing: 3'-6" Deep by 24" Wide.	1	$10,171.00	$10,171.00	$953.54
EQUIP19	Custom Canopies Equipment - Footing Cages (4 ea.)	1	$1,430.00	$1,430.00	$134.07
DESIGN2	Engineering charge for development of structural calculations, drawings or plans	1	$1,401.40	$1,401.40	$0.00
				Custom Canopies SUBTOTAL:	$13,002.40
				Custom Canopies TOTAL:	$13,002.40

Sub Total: $13,002.40
Freight: $2,310.00
Estimated Tax: $1,087.61
Grand Total: $16,400.01



PLAY AREA - AGE APPROPRIATE 5-12 YEARS	CAPACITY: 116-134 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)	12	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	10	REQ'D 7
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	0	REQ'D 0
GROUND LEVEL ACTIVITY TYPE	5	REQ'D 3
GROUND LEVEL ACTIVITY QUANTITY	7	REQ'D 4

NOTES
1. TRANSFER STEPS TO BE STRIPED PER 11B-504.4.1
2. USF 70MFS FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99
2. GROUND SURFACING COMPLIES WITH ASTM D951-98
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98
5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.



NORTH

0 8 16' 24'

ASTM INTERNATIONAL

ADA Compliant

ADELANTE DUAL LANGAUAGE - PRIMARY

SAN JOSE, CA

PERIMETER:	216 LF	VERSION 001	
SITE AREA:	2,916 SF	DATE:	09/29/2025
CRITICAL FALL HEIGHT:	8'-0"	DRAWN BY:	KD
DESIGN CONCEPT		FILE: 25_8140_ADELANTEDUALLANGUAGE_PRIMARYINSTALL_001.DWG	

playsystems

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE
ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION

9.5

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: January 22, 2026

Subject: **Approval of Revised Section 7.1 (Termination by Owner) and 7.2 (Termination by Contractor) of the Energy Services Master Agreement between SitelogiQ and Alum Rock Union Elementary School District**

Support Information: On December 18, 2025, the Board of Trustee approved an agreement with SitelogiQ to provide design and construction services for energy retrofit projects. This agreement includes the planning, development, and implementation of improvements aimed at enhancing energy efficiency across various District sites. The proposed revisions clarify the termination provisions set forth in Sections 7.1 (Termination by Owner) and 7.2 (Termination by Contractor) of the agreement.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the revisions outlined in sections 7.1 (Termination by Owner) and 7.2 (Termination by Contractor) of the Energy Services Master Agreement between SitelogiQ and Alum Rock Union Elementary School District.

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

To the Board of Trustees: Meeting: February 12, 2026

Regular Board Meeting

Recommend Approval

9.5
Agenda Placement

Sandra Garcia, Interim Superintendent

Disposition By Board of Trustees

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

4217 ENERGY SERVICES MASTER AGREEMENT

by and between

Alum Rock Union Elementary School District

and

SitelogIQ, Inc

1651 Response Road, Suite 300

Sacramento, California 95815

CA Contractor License #: 1054171

December 18, 2025

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ENERGY SERVICES AGREEMENT

This ENERGY SERVICES AGREEMENT ("Agreement"), dated as of December 18, 2025, ("Effective Date"), is by and between Alum Rock Union Elementary School District, a California school district, organized and existing under the laws of the State of California ("Owner") and SitelogIQ, Inc, a Delaware corporation ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Owner wishes to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies;

WHEREAS, California Government Code § 4217.10 et seq. authorizes a school district to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon Owner's finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to Owner;

WHEREAS, Owner has assigned specific areas on Owner properties (each one, a "Site") on which the energy generation and conservation measures (each one, a "System") will be constructed;

WHEREAS, Owner wants to engage Contractor, and Contractor desires to provide the design, procurement, and installation of the Systems at each Site all in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Contractor is a full-service energy services company with the technical capabilities to provide services to the Owner, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair;

WHEREAS, Owner may issue additional work orders from time to time to complete such energy or related projects as long as the project meets the requirements of California Government Code 4217.10 et seq. and does not exceed the Contract Price; and

WHEREAS, Owner's Governing Board, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks advanced notice of such hearing, made all findings requires by Government Code section § 4217.12 for the Owner to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word "including" shall mean "including, without limitation," (d) references to "Sections" and "Exhibits" shall be to sections and exhibits of this Agreement; (e) the words "herein", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in Exhibit B, which must be completed by Contractor prior to commencement of the work on the Systems:

2.1. Drug-Free Workplace / Tobacco-Free Environment Certification (Exhibit B-1)

2.2. Asbestos & Other Hazardous Materials Certification (Exhibit B-2)

2.3. Iran Contracting Act Certification (Exhibit B-3)

2.4. Workers Compensation Certificate (Exhibit B-4)

2.5. Prevailing Wage Certification (Exhibit B-5)

2.6. Payment Bond (Exhibit B-6)

2.7. Performance Bond (Exhibit B-7)

2.8. Non-Collusion Declaration (Exhibit B-8)

2.9. Fingerprinting/Criminal Background Investigation Certification (Exhibit B-9)

3. GENERAL

3.1. Scope of Work

(a) Contractor shall furnish to Owner energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, and commissioning of energy generation systems installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").

(b) Operations and maintenance are not a part of this Agreement. Owner shall enter into a separate contract for operations and maintenance with Contractor prior to Substantial Completion of the Work.

(c) Project will be executed by individual Work Orders, detailed in Exhibit C ("Work").

(d) Work shall be performed in accordance with this Agreement and Exhibits attached hereto.

(e) If applicable, construction work shall not commence at the Site prior to DSA approval of the Project plans.

3.2. Contract Price

(a) Contract Price. Subject to adjustments and/or the issuance of additional of Work Orders as set forth in this Agreement, Contractor agrees to perform the Work for the price as defined in each Work Order ("Work Order Price") as detailed in Exhibit C. The total value of this Agreement is the summation of the Work Order Prices ("Contract Price").

(i) Payment of each Work Order Price shall be made in compliance with the process described in Exhibit C.

3.3. Protective Measures

(a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work.

(b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.

(c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.

(d) Contractor shall comply with the provisions of the California Education Code Section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees.

3.4. Prevailing Wage

(a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects as required by law. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.

(b) Davis-Bacon Act. If Work under this Agreement is financed partially with federal funds, to the extent required by such financing, Contractor shall also comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. 3141-48). Specifically, those provisions found at Title 29 CFR 5.5 requiring Contractor to pay the laborers and mechanics employed on the Project, on a weekly basis, no less than the wages and benefits that are prevailing in the area as determined by the Secretary of Labor.

(c) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within 10 days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.

(d) Payment Withholding. Pursuant to 8 CCR 16463(e), the Owner may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.

(e) Site Access. Contractor shall provide site access to Department of Industrial Relations personnel upon request.

(f) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.

(g) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars ($200.00) to the Owner for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. Unanticipated Conditions

Contractor will conduct a full and complete visual inspection of each Site, including (a) the readily apparent surface conditions of any areas where a System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc., (b) all staging, storage, delivery, and other areas necessary to

perform the Work, (c) ingress to and egress from each Site for all supplies, personnel and Equipment, and (d) all as-built drawings, Site layout, easement and other documentation provided by Owner to Contractor as set forth in Exhibit C and Exhibit G. Upon request, Contractor will provide documentation associated with the inspection to Owner, including all findings. If any conditions exist, arise, or are discovered at the Sites that differ materially from: (i) the information contained in the documents referenced in Exhibit C and Exhibit G, (ii) the assumption that the soils at the Sites have an allowable vertical bearing pressure of 2,000 psf and a lateral bearing pressure of 300 psf/ft below natural grade, or (iii) those conditions that Contractor discovered or should have reasonably discovered based on the inspections set forth in the first sentence of this Section 2.4, including without limitation, conditions related to Hazardous Materials or archeological findings, soils conditions, or subsurface obstructions of which Contactor was not aware on the date of this Agreement or could not reasonably be expected to anticipate based on the inspection described above, and such conditions involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, "Unanticipated Condition"), Contractor shall submit a request for approval of a Change Order and payment of the related expenses to Owner. Owner and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with Owner budget limits.

3.6. Labor

Contractor shall be responsible for all Contractor labor-related delays or disruption of the progress of the Work that result from Contractor's acts or omissions. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. Contractor shall advise Owner promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Contractor shall not be responsible for labor disputes, including union related strikes, walkouts, and lockouts outside of Contractor's control.

3.7. Insurance

(a) Contractor and Owner, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.

(b) Owner and any lenders to the Owner shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add Owner or any lender as additional insureds under its worker's compensation insurance policy.

(c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days (or ten (10) days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.8. Performance of the Work

(a) Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Owner will deal only through Contractor, who shall be responsible for the proper execution of the entire Work. In performing any professional services, Contractor shall perform such services with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time in the same locality.

(b) Contractor agrees to use and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.

(c) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.9. Hazardous Materials

(a) Contractor hereby specifically agrees to indemnify, defend and hold Owner, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees) up to the amount referenced in Section 7.4(b) of this Agreement, that they may incur or suffer by reason of:

(i) any release of a Hazardous Material brought on to the Site by Contractor; and

(ii) any disturbance or release of pre-existing Hazardous Materials caused by Contractor's sole negligence, provided the Owner made Contractor aware of such pre-existing Hazardous Materials; and

(iii) Any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor.

(b) Owner hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns

harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:

(i) any release of a Hazardous Material brought on to the Site by Owner, Owner Representative, or Owner's contractors on other projects;

(ii) any pre-existing Hazardous Material that through Owner's negligence, are released or distributed at the Site, with the exception of pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;

(iii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Owner or Owner Representative; and

(iv) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Owner or Owner Representative.

3.10. Suspension of the Work

(a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If Owner issues full payment of the undisputed invoice within fifteen (15) days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(a) continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.

(b) Owner may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(b) continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.

(c) After the resumption of the performance of the Work, Contractor shall, after due notice to Owner, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any sole act, omission, or default on the part of Contractor.

3.11. Taxes

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that Owner shall pay and have exclusive liability with respect to any taxes payable with respect to Owner's income. Contractor shall hold harmless, indemnify and defend Owner, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and Owner shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.12. Liens

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from Owner.

3.13. Compliance with Applicable Laws

(a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws. Notwithstanding the foregoing, Contractor's responsibility for any environmental liabilities shall be governed by Section 3.9.

(b) Owner specifically agrees that in the performance of its obligations under this Agreement it shall at all times fully comply with Applicable Laws.

3.14. Environmental Attributes, Incentives, and Energy Credits

(a) Contractor acknowledges that Owner shall retain all rights and interests to the performance based incentive payments made under the California Solar Initiative.

(b) Owner acknowledges that Contractor shall own, and may assign or sell in its sole discretion, all rights, title, and interest associated with or resulting from the development, construction, installation and ownership of the System or the production, sale, purchase or use of the energy output including, without limitation:

(i) All Environmental Incentives arising from the Environmental Attributes associated with the System;

(ii) The reporting rights and exclusive rights to claim that: (i) the energy output was generated by the System (except as stated in paragraph (a)), (ii) Contractor is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the System, (iii) Contractor is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing;

(iii) All carbon reduction tonnage as defined under the Climate Action Reserve or similar definition as enacted by the State of California or the U.S. Federal Government ("Carbon Credits");

(iv) All "renewable energy credits" (as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code);

(v) All Environmental Incentives hereafter enacted into law, whether under federal, state or local law, arising from the Environmental Attributes of the System or the energy output or production, sale, purchase, consumption or use of the energy output from the System, expressly excluding, however, any future Environmental Incentives that are or may be dependent on ownership of the System for federal tax purposes.

(c) The Carbon Credits, renewable energy credits, grants and future Environmental Incentives as described herein shall be referred to collectively as "Energy Credits". The Contractor may assign, sell, transfer or otherwise convey all or any part of its right, title, and interest in and to the Energy Credits from time to time as it may determine to be in its best interest. Owner shall take such steps as Contractor shall reasonably request to confirm Contractor's ownership of Energy Credits as herein provided and shall cooperate with Contractor, to the extent Contractor reasonably requests and at Contractor's expense, in the sale or other disposition of Energy Credits.

(d) Owner recognizes that Contractor shall be the designer under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. Owner shall cooperate with Contractor in completing the paperwork and certifications necessary to allow Contractor to claim any §179D or other energy efficient commercial buildings tax deduction.

3.15. Independent Contractor

Contractor acts hereunder as an independent contractor and not as an agent or employee of the Owner. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Owner. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full

responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

3.16. Subcontractors

To the extent required by law, Contractor shall be responsible for the acts and omissions of Subcontractors. Contractor shall be responsible for performance of all the Work, whether performed by Contractor or, to the extent required by law, its Subcontractors. Owner shall not undertake any obligation to pay or to be responsible for the payment of any sums to any Subcontractor. The Owner shall have no responsibility for settling Subcontractor claims or disputes.

3.17. Performance & Payment Bonds

See individual Work Orders in Exhibit C for bonding requirements. Bonds shall be provided in substantially similar form to Exhibits B-6 and B-7.

3.18. Title; Risk of Loss

(a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, and subject to Sections 3.18(b) and 3.18(c), Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.

(b) Unless changed by separate or subsequent agreement, Owner shall bear the risk of loss and full responsibility with respect of the System from and after the date of Substantial Completion of the Work subject to the Work Order.

(c) Notwithstanding anything herein to the contrary, and except as set forth in a separate or subsequent agreement, the Owner shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or Owner for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of Owner or its agents, employees or representatives.

(d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for use by Owner in the operation of that portion of the System subject to the particular Work Order shall pass to the Owner upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price

(a) The Work Order Price is firm and fixed and includes all expenses to be incurred by Contractor including, but not limited to, Equipment and materials, erection, commissioning, inclusive of cost of travel and lodging expenses, Applicable Permits (other than the Owner Permits) and taxes, related to Contractor's performance of its obligations under this Agreement.

(b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the Owner shall be resolved through a Change Order to this Agreement.

(c) Any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement. Contractor shall not begin any additional Work until execution of the Change Order. Contractor shall not be held liable for any costs associated with delays resulting from Owner's failure to execute a Change Order required by this Section 4.1(c).

(d) Owner and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with Owner budget limits.

(e) The Work Order Price shall only be changed by Change Order approved by Contractor and Owner.

(f) When a Change Order is proposed, the Contractor shall furnish a breakdown of actual costs, itemized by materials, labor, subcontract work, taxes, overhead and profit. Subcontract work shall also be itemized.

4.2. Payment

(a) Cost Breakdown: Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the Owner a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the Owner to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Agreement.

(b) Scope of Payment: Payment to the Contractor at the unit price or other price fixed in the Agreement for performing the work required under any item or at the lump sum price fixed in the Agreement for performing all the work required under the Agreement, shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the specifications, all work required under the item or under the Agreement, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of the work.

(c) Progress Payments: The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Agreement. These estimates shall be subject to the review and approval of the Owner. The

first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Agreement, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the Owner will pay to the Contractor an amount equal to ninety five (95) percent of the approved estimate. Payments may at any time be withheld if in the judgment of the Owner the work is not proceeding in accordance with the Agreement, the Contractor is not complying with the requirements of the Agreement, stop notices have been timely filed, the estimate contains an error, or the Owner has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor. The Owner shall pay interest on all progress payments not made within thirty (30) days at the rate specified in California Public Contract Code section 20104.50.

(d) Final Payment: Within thirty (30) days after all required work is fully completed in accordance with the Agreement, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Agreement, which shall be subject to review and approval by the Owner. As required by law, Owner shall pay Contractor the unpaid balance of the Agreement price of the work, or the whole Agreement price of the work if no progress payment has been made, determined in accordance with the terms of the Agreement, less such sums as may be lawfully retained under any provision of the Agreement, including, but not limited to, amounts retained for damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the Owner, for defective work and costs incurred by the Owner in connection therewith, or for other such claims and damages attributable to the Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the Owner of any unresolved claim. Contractor's acceptance of the Final Payment shall operate as a full and final release to the Owner and its agents from any and all unasserted claims Contractor has, or may have, related to this Agreement. Owner shall make Final Payment to SitelogIQ within thirty (30) days of receipt of Contractor's final invoice. The Owner shall pay interest if final payment is not made within thirty (30) days at the rate specified in California Public Contract Code section 20104.50.

(e) Payments Do Not Imply Acceptance of Work: The granting of any progress payment or payments by the Owner or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

(f) Retention of Sums Charged Against Contractor: It is mutually understood and agreed that when under any provision of this Agreement the Owner shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the Owner from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Agreement. If on completion

or termination of the Agreement such monies due the Contractor are found insufficient to cover the Owner's charges against the Contractor, the Owner shall have the right to recover the balance from the Contractor or the Contractor's sureties.

(g) Release: The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the Owner, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the Owner, discharging the Owner, its officers, agents and employees of and from liabilities, obligations and claims arising under this Agreement.

(h) Payment to Sub-contractors and Suppliers: The Contractor shall pay each sub-contractor and supplier promptly on receipt of each progress payment from the Owner for the materials, labor and equipment delivered to the site or incorporated in the work by each sub-contractor during the period for which the progress payment is made, less any retention as provided above.

(i) Stop Notice Costs: The Owner reserves the right to charge the Contractor or surety, or to withhold from release of retention, all costs incurred by the Owner, including attorney's fees, for processing and defending stop notice claims.

(j) Contractor shall be entitled to, an increase in the Contract Price where the cost to Contractor for any labor, raw-material or component (including without limitation, solar panels, tracking equipment, inverters, lighting and mechanical system components or any other equipment or materials necessary to complete the work required by this Agreement) increases after the date of this Agreement. Such increase may be determined by the relative index for such labor, equipment, or material component including but limited to Consumer Price Index, The Steel Index, Commodity Indexes, etc. Contractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or system components, or other costs of any kind resulting from the changes.

5. COMMENCEMENT & COMPLETION

5.1 Commencement and Substantial Completion

(a) Contractor shall perform the Work as soon as practicable following the receipt of Notice To Proceed payment and receipt of Site title reports and as-built drawings from the Owner.

(b) The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:

(i) Unanticipated Conditions which directly affect the Project Milestones;

(ii) Changes in the design, scope, or schedule of the Project required by the Owner;

(iii) Breach of this Agreement by Owner;

(iv) Suspension of the Work pursuant to Section 3.10; or

(v) Force Majeure Event.

(c) The following are conditions precedent to Substantial Completion:

(i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;

(ii) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and capable of interconnection with the local utility;

(iii) Owner and Contractor shall have agreed on the punchlist items. For clarity purposes, the punchlist shall include final as-built drawings, operation and maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers; and

(iv) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.

(d) When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to Owner containing sufficient detail to enable Owner to determine that Contractor has complied fully with the requirements of Section 5.1(c). Within five (5) Business Days after receipt of such notice, Owner shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event Owner determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(c), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to Owner another notice as set forth above. This procedure shall be repeated until such time as Owner has acknowledged Substantial Completion subject to Section 5.1(f).

(e) All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle Owner to complete the pending works on its own. Owner shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.

(f) Any dispute between Owner and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1(c) shall be resolved in accordance with Section 8.5(b).

5.2. Final Completion.

(a) Final Completion of the System shall be deemed to have occurred only if:

(i) all punchlist items contemplated in Section 5.1(c)(iii) have been completed or waived;

(ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to Owner;

(iii) on-site operation and maintenance training as required has occurred;

(iv) all final lien waivers have been obtained;

(v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed by Owner's Representative and the Contractor's Representative; and

(vi) the local utility has provided a permission to operate.

(b) Upon Final Completion, Contractor shall submit to Owner a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. Owner shall, within five (5) Business Days after the receipt by Owner of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to Owner another notice as set forth above. This procedure shall be repeated until such time as Owner has acknowledged Final Completion subject to Section 5.2(c).

(c) Payment of retention from the Agreement, less any sums withheld pursuant to the terms of this Agreement or applicable law, shall not be made to the Contractor sooner than thirty (30) calendar days after the date the Owner acknowledges Final Completion.

(d) Any dispute between Owner and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2(a) shall be resolved in accordance with Section 8.5(b).

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by Owner, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to Owner or Owner's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. Owner shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor.

Contractor represents and warrants to Owner that:

(a) Contractor is a Delaware corporation, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.

(b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.

(c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.

(d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.

(e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.

(f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.

6.2. Representations and Warranties of Owner.

Owner represents and warrants to Contractor that:

(a) Owner is a California school district duly organized, validly existing, and in good standing under the laws of the State of California and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.

(b) The execution, delivery and performance by Owner of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.

(c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Owner's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Owner or in any impairment of its ability to perform its obligations under this Agreement.

(d) Owner will exercise commercially reasonable efforts to procure funding for the Project within 180 days of the Effective Date.

(e) Owner has proof of funds, to the satisfaction of the Contractor, that are necessary from time to time to pay Contractor the Work Order Price in accordance with the terms of this Agreement.

(f) The individual executing this Agreement on behalf of Owner is duly authorized to execute and deliver this Agreement on behalf of Owner and this Agreement is binding upon Owner in accordance with its terms.

7. BREACH & TERMINATION

7.1. Termination by Owner

(a) Contractor agrees that Owner shall be entitled to terminate this Agreement upon the occurrence of any of the following circumstances:

(i) Except as otherwise permitted under this Agreement, Contractor abandons the entire Work for more than ninety (90) days or fails to commence the Work within one-hundred and eighty (180) days after receiving the Funding Date payment, and after expiration of said period fails to commence or continue performance of the Work within ten (10) business days of Contractor's written notice from Owner to commence or continue performance of the Work;

(ii) Contractor commits a material breach of this Agreement, and Contractor does not commence the cure of said breach and thereafter diligent pursuant to completion the cure of said breach, within thirty (30) days following Contractor's receipt of written notice thereof from Owner, or

(iii) Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.

(b) Upon the occurrence of any of the foregoing, Owner may instruct Contractor to discontinue all or any part of the Work, and Contractor shall thereupon discontinue the Work of such

parts thereof. Owner shall thereupon have the right to continue and complete the Work or any part thereof, by contract or otherwise.

(c) Upon exercising commercially reasonable efforts, Owner shall be entitled to terminate this Agreement if it is unable to procure funding for the Project within 180 days of the Effective Date. Upon this occurrence, Owner shall have no further obligation to Contractor.

(d) If Owner elects to terminate this Agreement for any reason other than provided herein, Owner shall reimburse Contractor for all reasonable expenses ("Reimbursable Expenses") incurred prior to termination, including but not limited to development and engineering cost after the Effective Date, provided that Reimbursable Expenses shall not exceed ten percent (10%) of the Contract Price.

(e) If any covenant, condition or restriction upon the Site prohibits the installation of the System at the Site, Owner has the right to terminate this Agreement. Upon such termination, provided it is not due to the negligence or misconduct of the Contractor or its subcontractors, agents or representatives, Owner shall pay to Contractor for all services rendered up to and including the date of termination; plus all costs incurred with respect to equipment or materials ordered (which order cannot be refunded, terminated or such costs otherwise recovered by Contractor) prior to the date of termination; plus, if applicable, amounts payable to Subcontractors arising from costs or expenses reasonably incurred by such Subcontractor and directly resulting from such termination; plus, if applicable, costs incurred by Contractor in demobilizing its work force from Site ("Demobilization Costs") ; plus all engineering and development cost incurred by Contractor. All costs described in this subsection shall be in reference to costs incurred after the Effective Date and prior to the date of termination and Demobilization Costs shall not exceed ten percent (10%) of the Contract Price.

7.2. Termination by Contractor

(a) Without limiting the provisions of Section 8.5, Owner agrees that upon the occurrence of any of the following, Owner shall reimburse Contractor for all expenses incurred prior to termination, including but not limited to development and engineering cost incurred after the Effective Date:

(i) If Owner makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.

(ii) If Owner fails to make any payment to Contractor hereunder when due, which failure remains uncured for forty-five (45) days following Owner's receipt of written notice thereof from Contractor, the Owner shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against Owner with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in Section 3.10.

7.3. Indemnity

(a) Contractor shall fully indemnify, save harmless and defend Owner from and against any and all costs, claims, and expenses incurred by Owner and their successors, assigns, governing board members, administrators, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Owner) arising from or relating to Contractor's performance of its obligations under this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Contractor or its Subcontractors, agents or employees or others under Contractor's control or (b) a breach by Contractor of its obligations hereunder.

(b) Owner shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of Owner or its agents or employees or others under Owner's control or (b) a breach by Owner of its obligations hereunder.

(c) Each Party shall indemnify, defend and hold the other Party, and its present and future governing board members, administrators, direct and indirect parents, subsidiaries and Affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation by such Party (or in the case of Contractor, any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System, including without limitation, any deliverable, (b) such Party's (and in the case of Contractor, any Subcontractor's) violation of any third-party license to use intellectual property in connection with the Work, including, without limitation, any deliverable. Notwithstanding the foregoing, the indemnification obligations of Contractor set forth in this Section 7.3(c) shall not apply when the claim of infringement arises from a particular design, process or product of a particular manufacturer or manufacturers that Contractor is directed by Owner to use in connection with the Contract Documents, unless the Contractor has reason to believe there is an infringement of such intellectual property right.

(d) If any claim is brought against a Party (the "Indemnified Party") that gives rise to a potential indemnity claim under this Section 7.3, then the Indemnified Party shall give written notice of said claim to the other Party (the "Indemnifying Party"). Upon receipt of written notice of the claim, the Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. Where the Indemnifying Party has elected not to assume the defense of a claim that gives rise to a potential indemnity claim under this Section 7.3, the Indemnifying Party shall reimburse the Indemnified Party for its reasonable and necessary

defense expenses to the extent said claim is adjudged to be covered under the indemnity obligations. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

7.4. Limitations of Liability

(a) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR OWNER OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 7.4(a) SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

(b) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) Owner's total liability arising out of or related to this Agreement exceed the Contract Price or available insurance proceeds whichever is greater, and (ii) Contractor's total liability arising out of or related to this Agreement exceed the Contract Price or available insurance proceeds whichever is greater.

8. MISCELLANEOUS

8.1. Representatives

(a) Owner Representative. Owner designates, and Contractor agrees to accept, Sandra Garcia, Superintendent , as Owner Representative for all matters relating to Contractor's performance of the Work. The actions taken by Owner Representative regarding such performance shall be deemed the acts of Owner and shall be fully binding for Owner. Owner may, upon written notice to Contractor, pursuant to Section 8.6 hereof, change the designated Owner Representative.

(b) Contractor Representative. Contractor designates, and Owner agrees to accept, John Gajan as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written notice to Owner, pursuant to Section 8.6 hereof, change the designated Contractor Representative.

(c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or Owner, as applicable, under this Agreement.

(d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and Owner contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.6.

8.2. Ownership of Plans, Data, Reports and Material

(a) Subject to Sections 8.2(c), Contract Documents developed by Contractor under this Agreement shall become the property of Owner when prepared and shall be delivered to Owner upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.

(b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.

(c) Contractor further agrees to grant and hereby grants to Owner an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.5, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure

Contractor shall promptly notify Owner in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within seventy-two (72) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event; provided that any Work done or materials furnished by Contractor in restoring or rebuilding the System will be paid for by Owner as an approved Change Order.

8.5. Dispute Resolution

(a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and Owner shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Sections 8.5(b), 8.5(c) and 8.5(d) shall apply to the extent applicable to the Dispute.

(b) Technical Dispute. Technical Disputes shall be resolved by a mutually agreed upon independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and Owner. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.

(c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by Owner and Contractor. If Owner and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by Owner, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 8.5 shall survive any termination of this Agreement.

(d) Attorneys' Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable attorneys' fees and court costs, including expert witness fees, expended in connection with such an action from the other Party.

8.6. Notices and Demands

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

Owner:

Name:	Alum Rock Union Elementary School District
Attention:	Sandra Garcia
Address:	2930 Gay Ave.
	San Jose, CA San Jose
Phone:	(408) 928-6800
Email:	sandra.garcia@arusd.org

Contractor:

Name:	SitelogIQ, Inc.
Attention:	John Gajan, President West Energy
Address:	1651 Response Rd, Suite 300 Sacramento, CA 95815
Phone:	(888) 819-0041
E-mail:	john.gajan@sitelogiq.com cc: legal@sitelogiq.com

8.7. Nondisclosure

To the extent permitted by law, whichever Party receives confidential information (the "Receiving Party") from the other Party (the "Disclosing Party") shall not use for any purpose other than performing the Work under this Agreement or divulge, disclose, produce, publish, or permit access to, without the prior written consent of the Disclosing Party, any such information of the Disclosing Party. Confidential Information includes, without limitation, all information or materials prepared in connection with the Work performed under this or any related subsequent Agreement, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, personnel names and other information related to Contractor, Suppliers, personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets. Confidential information does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a third party who did not receive same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the higher of the standard of care that the Receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such confidential information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (i) as required by any court or other Governmental Authority, or by any stock exchange upon which the shares of any Party are listed, (ii) as otherwise required by law, (iii) as advisable or required in connection with any government or regulatory filings, including without limitation, filings with any regulating authorities covering the relevant financial markets, (iv) to its attorneys, accountants, financial advisors or other agents, in each case bound by confidentiality obligations, (v) to banks, investors and other financing sources and their advisors, in each case bound by confidentiality obligations; or (vi) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by confidentiality obligations. If a Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose confidential information of the Disclosing Party, it shall give the Disclosing Party prompt written notice, and in all cases not less than five (5) Business Days' notice in advance of disclosure, so that the Disclosing Party may determine whether to take steps to oppose such disclosure. Notwithstanding the foregoing, Contractor acknowledges that this Agreement, once fully executed and approved by the Owner's Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 7920.000 *et seq.* (Public Records Act). Owner shall use reasonable efforts to prevent or limit disclosure of the Confidential Information.

8.8. Time of Essence

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.9. Validity

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.10. Binding Effect

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.11. Modifications

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or Owner, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.12. Headings

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.13. Counterparts; Signature Pages

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.14. Announcements and Publications

Contractor shall coordinate with Owner with respect to, and provide advance copies to Owner for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If Owner delivers written notice to Contractor rejecting any such proposed announcement or publication within two (2) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.15. Complete Agreement

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the Owner and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.16. No Agency

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.17. Priority of Documents

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.18. Assignment

No Party shall be entitled to assign or subcontract this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that Contractor may subcontract that portion of the Work to Subcontractors. Notwithstanding the foregoing, (i) without the consent of the Contractor, Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Contractor) to any lenders by way of security for the performance of obligations to such lenders; (ii) without consent of the Owner, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement in connection with a merger or acquisition of Contractor; and (iii) without consent of Owner, Contractor shall be entitled to assign its right, obligation, title and interest in and to this Agreement to an Affiliate of the Contractor.

8.19. No Waiver

Neither Party's failure to enforce any provision of this Agreement of the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures to follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT,
organized and existing under the laws of the State of California

By: _____

Name: _____

Title: _____

SITELOGIQ, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Exhibit A – Definitions

"Affiliate" of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control with," means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" shall have the meaning set forth in the preamble.

"Applicable Law" shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

"Applicable Permits" means those permits identified as the responsibility of Contractor as determined in Exhibit C.

"Authority Having Jurisdiction (AHJ)" means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

"Business Day" means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

"Certificate of Substantial Completion" shall mean a document in similar form to Exhibit F.

"Certificate of Final Completion" shall mean a document in similar form to Exhibit F.

"Change" shall means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An "Unanticipated Condition" as defined in Section 2.4 hereof, experienced by Contractor during the course of the Work is included within the definition of "Change".

"Change Order" shall mean a written document signed by Owner and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

"Commencement of Work" shall mean the commencement of Work for each Work Order.

"Construction Schedule" shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

"Construction Documents" shall mean construction documents prepared by Contractor and approved by Owner.

"Contract Documents" shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by Owner.

"Contractor" shall have the meaning set forth in the preamble.

"Contractor Representative" shall mean the individual designated by the Contractor in accordance with Section 7.1(b).

"Day" means calendar day unless it is specified that it means a "Business Day".

"Disclosing Party" shall have the meaning set forth in Section 7.7.

"Dispute" shall have the meaning set forth in Section 7.5(a).

"Dollar" and "$" shall mean the lawful currency of the United States of America.

"Effective Date" shall mean the date first set forth in the preamble.

"Environmental Attributes" means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

"Environmental Incentives" means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including Carbon Credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site. Without limiting the forgoing, "Environmental Incentives" includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

"Equipment" shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances,

spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

"Excusable Delay" shall mean a Delay outside of Contractor's control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

(a) an act or failure to act of, or other delay caused by, or negligence of, Owner or its agents or employees;

(b) changes in the design, scope or schedule of the Project unilaterally required by the Owner;

(c) the suspension of Work in whole or in part by Owner;

(d) labor disputes, fire, vandalism, supply chain related delays, including delays in manufacturing and deliveries;

(e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.,* rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;

(f) unforeseen conditions at any Site, including discovery or existence ofHazardous Substances;

(g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor's control;

(h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;

(i) any equipment or material delays caused by suppliers or vendors;

(j) adverse changes to regulatory requirements;

(k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by Owner or Utility is inaccurate or incomplete; or

(l) any other cause outside Contractor's control after Contractor's best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor's subcontractors' shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of "Excusable Delay."

"Facility" shall mean any and all properties of the Owner upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

"Final Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.2.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of facility and equipment relating to the performance by the affected Party of its obligations under this Agreement;

(c) strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;

(d) changes in Applicable Law after the Effective Date that materially impact a Party's ability to perform under this Agreement; and

(e) acts of any Governmental Authority that materially restrict or limit Contractor's access to the Site.

(f) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions.

(g) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current.

"Funding Date" shall mean the date that Owner has received monetary funds necessary to fulfill its obligations under this Agreement.

"Governmental Authority" shall mean any national, autonomic, regional, province, town, Owner, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl's ("PCBs"), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects,

conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

"Indemnified Party" shall have the meaning set forth in Section 6.3(d).

"Indemnifying Party" shall have the meaning set forth in Section 6.3(d).

"Industry Standards" shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

"Manufacturer Warranty" shall have the meaning set forth in Exhibit C.

"Owner" shall have the meaning set forth in the Preamble to this Agreement.

"Owner Permits" means those permits identified as the responsibility of Owner in Exhibit C.

"Owner's Representative" shall mean the individual designated by Owner in accordance with Section 7.1(a).

"Party" shall mean, individually, each of the parties to this Agreement.

"Performance Tests" means, the tests of the System, as more particularly described in Exhibit C.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"Project" shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

"Receiving Party" shall have the meaning set forth in Section 7.7.

"Representatives" shall mean the Contractor Representative and the Owner Representative and each may individually be referred to as a "Representative".

"Rock" is defined as limestone, sandstone, granite, coble greater than 3 inches in diameter, or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as "Rock".

"Site" shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the Owner upon which a System is constructed.

"Solar Plant" shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

"Subcontractor" shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor's obligations under this Agreement.

"Substantial Completion" shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(c).

"Substantial Completion Date" shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(c), has occurred.

"Suppliers" shall mean those Equipment suppliers with which Contractor contracts to build the System.

"System" shall have the meaning ascribed in the Recitals to this Agreement.

"Technical Dispute" shall have the meaning set forth in Section 7.5(b).

"Third Party" shall have the meaning of any persons or entity not affiliated with Contractor or Owner.

"Unanticipated Condition" shall have the meaning set forth in Section 3.5.

"Work" shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

"Work Order" shall mean the assigned Work for each Site as described in Exhibit C.

"Work Order Price" shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

Exhibit B – Certifications

Exhibit B-1	Drug-Free Workplace/Tobacco-Free Environment Certification
Exhibit B-2	Asbestos and Other Hazardous Materials Certification
Exhibit B-3	Iran Contracting Act Certification
Exhibit B-4	Workers Compensation Certification
Exhibit B-5	Prevailing Wage Certification
Exhibit B-6	Payment Bond
Exhibit B-7	Performance Bond
Exhibit B-8	Non-Collusion Declaration
Exhibit B-9	Fingerprinting/Criminal Background Investigation Certification

Exhibit B-1: Drug-Free Workplace/Tobacco Free Environment Certification

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. Alum Rock Union Elementary School District is not a "state agency" as defined in the applicable section(s) of the Government Code, but Alum Rock Union Elementary School District is a local agency under California law and requires all contractors on projects to comply with the provisions and requirements of Government Code section 8350 *et seq.*, the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

2 Establishing a drug-free awareness program to inform employees about all of the following:

a. The dangers of drug abuse in the workplace.
b. The person's or organization's policy of maintaining a drug-free workplace.
c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
d. The penalties that may be imposed upon employees for drug abuse violations.

3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if Alum Rock Union Elementary School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 *et seq*.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and Alum Rock Union Elementary School District Policies, all Alum Rock Union Elementary School District sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in Alum Rock Union Elementary School District property. Alum Rock Union Elementary School District property includes Owner Owned or Leased buildings, grounds, Owner owned vehicles and vehicles owned by others while on Alum Rock Union

Elementary School District property. I acknowledge that I am aware of Alum Rock Union Elementary School District's policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Effective Date: December 18, 2025

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

Exhibit B-2: Asbestos & Other Hazardous Materials Certification

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous," shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for the Owner.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the Owner's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the Owner.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Effective Date: December 18, 2025

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

Exhibit B-3: Iran Contracting Act Certification
(Public contract code sections 2202-2208)

PROJECT/CONTRACT NO.: 01, Government Code 4217 Energy Services Agreement between Alum Rock Union Elementary School District ("Owner") and SitelogIQ, Inc. ("Contractor")

Per California Public Contract Code Sections 2202-2208 or Owner's reduced threshold, prior to bidding on or submitting a proposal for a contract for goods or services of $500,000.00 or more to the Owner, the Contractor must either:

1. Certify it is **NOT** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
2. Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **ONE** of the options below. California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205).

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **NOT** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investmentactivities in Iran created by DGS.

By (Authorized Signature)	
Printed Name and Title of Person Signing ,	
Date Executed December 18, 2025	*Executed in*

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and **ATTACH DOCUMENTATION DEMONSTRATING THE EXEMPTION APPROVAL.**

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

END OF DOCUMENT

Exhibit B-4: Workers' Compensation Certification

The Contractor and all of its Subcontractors shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations, for the type of work performed and the locality in which the work is to be performed within the boundaries of the Owner, pursuant to sections 1770 et seq. (1770 & 3700)of the California Labor Code.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Director of the State of California Department of Industrial Relations, are available upon request at the Owner's principal office. Prevailing wage rates are also available on the internet at http://www.dir.ca.gov. Every employer except the State shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one (1) or more insurers duly authorized to write compensation insurance in this state; and/or
b. By securing from the Department of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Department of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Effective Date: December 18, 2025

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

Exhibit B-5: Prevailing Wage and Related Labor Requirements Certification

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

1. **CLAUSES MANDATED BY CONTRACT WORK HOURS & SAFETY STANDARDSACT.** As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

    a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

    b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the foregoing paragraph.

    c. **Withholding for unpaid wages and liquidated damages.** The Owner may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the forgoing paragraph.

    d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning Overtime Requirements and Violation: Liability for Unpaid Wages and Liquidated Damages and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set in this section.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Effective Date: December 18, 2025

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

Exhibit B-6: Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing body of the _____ a school district, ("Owner") and SitelogIQ, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient and proper to perform the following project:

Energy Services Agreement ("Contract") which Contract dated December 18, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part thereof; and

WHEREAS, pursuant to law and the Contract, the Contractor is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the value of the Work Orders contained therein, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Contractor and _____("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ ($_____), lawful money of the United States, being a sum notless than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Contractor or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each ofwhich shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named, on December 18, 2025.

(Affix Corporate Seal)

_____
Contractor

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone No. of California Agent of Surety

Exhibit B-7: Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing body of the Alum Rock Union Elementary School District a school district, ("Owner") and SitelogIQ, Inc. ("Contractor") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient and proper to perform the following project

Energy Services Agreement ("Project" or "Contract") which Contract dated December 18, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Contractor and ("Surety") are held and firmly bound unto the governing body of the Owner in the penal sum of _____ ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the Owner all damages the Owner incurs as a result of the Contractor's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the Owner, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the Owner may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Contractor. Surety shall not utilize Contractor in completing the Work nor shall Surety accept a Bid from Contractor for completion of the Work if the Owner declares the Contractor to be in default and notifies Surety of the Owner's objection to Contractor's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the aboveobligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Owner's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each ofwhich shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named, on December 18, 2025.

(Affix Corporate Seal)

Contractor

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Exhibit B-8: Non-Collusion Declaration
(EXHIBIT B-8)
(Public Contract Code § 7106)

The undersigned declares:

I am the President of the West Energy division of SitelogIQ, Inc., the party making the foregoing Agreement.

The Agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Agreement is genuine and not collusive or sham. Contractor has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other designer/builder or anyone else to put in a sham bid or proposal, or to refrain from proposing. Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract Price of Contractor or any other entity, or to fix any overhead, profit, or cost element of the Contract Price, or of that of any other entity. All statements contained in the Contract are true. Contractor has not, directly or indirectly, submitted his or her Contract Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, governing agency, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Effective Date: December 18, 2025

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

Exhibit B-9: Fingerprinting/Criminal Background Investigation Certification

The undersigned does hereby certify to the governing board of the _____ as follows:

That I am a representative of the Contractor currently under this Agreement ("Contract") with Alum Rock Union Elementary School District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with Alum Rock Union Elementary School District's pupils in the course of providing Services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with Alum Rock Union Elementary School District's pupils during the course and scope of the Contract is attached hereto; and/or

_____Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and Alum Rock Union Elementary School District's pupils at all times; and/or

_____Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____The Work on the Contract is at an unoccupied Site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with Alum Rock Union Elementary School District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with Alum Rock Union Elementary School District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Effective Date: December 18, 2025

Proper Name of Contractor: SitelogIQ, Inc.

Signature: _____

Print Name: _____

Title: _____

Exhibit C – Work Orders

[INSERT **WORK ORDER(S)** HERE]

IN WITNESS, WHEREOF, the Parties hereto have duly executed and delivered this Work Order as of the date set forth below.

SitelogIQ, Inc.
a Delaware Corporation

By: _____

Name: _____

Title: _____

Effective Date: December 18, 2025

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT,
organized and existing under the laws of the State of California

By: _____

Name: _____

Title: _____

Effective Date: December 18, 2025

Exhibit E – Insurance

Contractor Insurance Requirements

1. Required Coverages. Contractor shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverage:

   (i) Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employer's liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) for each occurrence of bodily injury on a per employee basis.

   (ii) Commercial General Liability. One million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations.

   (iii) Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

   (iv) Excess coverage of four million dollars ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.

2. Policy Endorsements. Insurance coverage required to be maintained by Contractor under this Agreement shall:

   (i) provide a severability of interests or cross liability clause for Commercial General Liability Insurance.

   (ii) except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name Owner and others as may be reasonably required by Owner, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of Owner and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.

3. Certificates. Contractor shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Owner upon Owner's reasonable request.

Owner Insurance Requirements

1. Required Coverage. Owner shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverage:

   (i) Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars ($1,000,000) for each occurrence and one

million dollars ($1,000,000) for each occurrence of bodily injury on a per employee basis.

(ii) Commercial General Liability. One million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations.

(iii) Commercial Automobile Liability, Any Auto. One million dollars ($1,000,000) per accident including owned, non-owned, and hired automobiles.

(iv) Excess coverage of four million dollars ($4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Contractor.

(v) Builder's Risk. Owner shall procure and maintain builders' risk insurance (all-risk coverage) or similar policy for an amount equal to one hundred percent of the Agreement sum for the benefit of the Owner, the Contractor, and Subcontractors as their interest may appear. In projects involving no structural change or building construction, this requirement may be waived in writing, at the Contractor's sole option.

2. Policy Endorsements. Insurance coverage required to be maintained by Owner under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance.

3. Certificates. Owner shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage specified in this Attachment E to Contractor upon Contractor's reasonable request.

Exhibit F – Certificate of Substantial/Final Completion

PROJECT: _____

DATE: _____

SitelogIQ, Inc. ("SitelogIQ") and Owner Name ("Owner") hereby acknowledge, confirm, and agree that:

1. The Project associated with the Agreement between SitelogIQ and Owner, dated original contract date, including all contract amendments, has reached ☐ substantial/☐ final Completion.

2. The contract value as of ☐ substantial/☐ final completion is $_____.

3. ☐ The Project has reached Substantial Completion and the following terms apply:

    a. The date of substantial completion shall be deemed to be the date upon which the occupation, beneficial use, and enjoyment of a work of improvement by the Owner, excluding any operation only for testing, startup, or commissioning.

    b. A list of minor incomplete and corrective Work to be completed ("Punch List Work") prior to final payment is attached hereto. SitelogIQ and/or its Subcontractors shall complete the Punch List Work on or about insert date of anticipated final completion.

    c. Unless otherwise provided by notice in writing, within five (5) business days of this notice, work is considered substantially complete and receipt of full payment will constitute acknowledgement and release of SitelogIQ from any further obligations, except the 1-year term warranty for workmanship and completion of the outstanding attached punch list items, if any.

    d. Upon completion of the Punch List Work, Owner shall complete and cause to be recorded the attached Notice of Completion.

4. ☐ The Project has reached Final Completion and the following terms apply:

    a. The date of final completion shall be deemed to be the date upon which the occupation, beneficial use, and enjoyment of a work of improvement by the Owner, excluding any operation only for testing, startup, or commissioning, and cessation of work on the Project.

    b. Unless otherwise provided by notice in writing, within five (5) business days of this notice, work is considered complete and receipt of full payment will constitute acknowledgement and release of SitelogIQ from any further obligations, except the 1-year term warranty for workmanship.

    c. Owner shall complete and cause to be recorded the attached Notice of Completion and close the following performance.

5. Owner's failure to sign this certificate of substantial/final completion shall not prohibit SitelogIQ from discharging its performance and payment bonds.

IN WITNESS WHEREOF, the Parties hereto have executed this Certificate of ☐ Substantial/☐ Final Completion as of the day and year of the Date of ☐ Substantial/☐ Final Completion written above.

Alum Rock Union Elementary School District	**SitelogIQ, Inc.**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

Exhibit G – Notice to Proceed

John Gajan
President, West Energy
SitelogIQ, Inc.
1651 Response Road
Suite 300
Sacramento, CA 95815

Re: Notice to Proceed

Dear John Gajan:

This Notice to Proceed is being issued by Alum Rock Union Elementary School District ("Owner") to SitelogIQ, Inc. ("Contractor") pursuant to the 4217 Energy Services Agreement, entered into on December 18, 2025.

This Notice to Proceed authorizes the Work described in Work Order #XX by Exhibit C of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

Alum Rock Union Elementary School District	**SitelogIQ, Inc.**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

Docusign Envelope ID: 4754405B-E05D-4051-9743-3B8B8B8B8B8B

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

CONTRACTOR CERTIFICATION:
PROHIBITION ON POLITICAL CONTRIBUTIONS

CONTRACTOR NAME: SitelogIQ, Inc. ("Contractor")

On December 18, 2025, the Board of Trustees of the Alum Rock Union Elementary School District ("ARUSD") adopted Board Resolution #33-25/26 prohibiting political contributions by firms contracting with the Alum Rock Union Elementary School District, and defining appropriate certification, disclosure, and enforcement mechanisms. A copy of Resolution #33-25/26 is attached hereto. Per the Resolution, The Board of Trustees has directed that, as a condition of contract award, Contractor shall submit this signed Certification under penalty of perjury affirming compliance with the provisions of Resolution #33-25/26.

By signing below, Contractor certifies the following:

1. Contractor has read and understands Resolution #33-25/26 and agrees to abide by its terms as a condition of award of any contract with the Alum Rock Union Elementary School District for the period of time specified in Resolution #33-25/26, and has read and understands and agrees to the District's remedies therein upon a material breach of Resolution #33-25/26.

2. Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or other entity under its control) has not made any political contribution or pledge of contribution, whether monetary or in-kind, to any current or prospective candidate for the ARUSD School Board, any ARUSD political committee, or any committee controlled by such candidate or officeholder during the 18 month period immediately preceding the contract award, nor during any negotiations for the Contract.

3. During the term of this Contract, and for a period of 18 months following its expiration or termination, Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or controlled entity) shall not directly or indirectly make any contribution or pledge of contribution to:

   - any candidate for the ARUSD School Board;
   - any current ARUSD School Board Member running for any local, state, or federal office;
   - any ARUSD-related political campaign; or
   - any political action committee or independent-expenditure committee whose expenditures support or oppose ARUSD Board Members or candidates for the ARUSD School Board or any other office held or sought by an ARUSD Board Member.

For purposes of this Section, "contribution" includes direct monetary contributions; in-kind contributions; and contributions made to or through independent-expenditure committees (IEs), political action committees (PACs), or similar entities.

4. Contractor shall disclose in writing to ARUSD any political contributions made during the Contract term (or restricted post-contract period), including the identity of the recipient, the amount, the date, and whether the contribution was direct or associated with independent expenditures.

5. Contractor will provide a copy of this signed Certification and the attached Resolution #33-25/26 to each of its officers, directors, principals, owners, subsidiaries, affiliates, subcontractors, or other entity under its control.

The undersigned hereby certifies under penalty of perjury under the laws of the State of California that they are authorized to execute this certification on behalf of Contractor and that the foregoing certifications are true and correct.

Dated: 02/03/2026

"Contractor"

Signed by:
Chris Bristow
1C9B8DBD484B4CD...

Print name: Chris Bristow

Title: Facility Solutions Education Specialist

DocuSign Envelope ID: [illegible]

ALUM ROCK UNION SCHOOL DISTRICT

RESOLUTION NO. 33-25/26

RESOLUTION ADOPTING A POLICY PROHIBITING POLITICAL CONTRIBUTIONS BY CONTRACTED FIRMS

Adopted: December 18, 2025

WHEREAS, the Alum Rock Union School District ("ARUSD" or "District") is committed to upholding the highest standards of transparency, fairness, and public trust in all aspects of its operations, including the procurement and administration of contracts for district services, facilities, and programs; and

WHEREAS, the District has a compelling interest in ensuring that taxpayer dollars are used solely for their intended public purpose and are not—directly or indirectly—used as a vehicle for political influence, favoritism, or advancement; and

WHEREAS, political contributions made by firms seeking or holding District contracts, or by their subsidiaries, principals, subcontractors, or controlled entities, may create real or perceived conflicts of interest that undermine confidence in the integrity of District decision-making; and

WHEREAS, the appearance of impropriety is particularly concerning in connection with large-scale or long-term projects, where public funds and public trust must be safeguarded with particular care; and

WHEREAS, similar prohibitions appear in the Levine Act (Government Code section 84308), which restricts certain political contributions between parties seeking contracts, licenses, or permits and local agency officials involved in making those decisions, reflecting well-established state policy to prevent undue influence in governmental contracting; and

WHEREAS, the Board of Trustees seeks to adopt clear standards that eliminate the risk that public funds associated with District contracts could be used, intentionally or unintentionally, to influence ARUSD Board elections or related political activities; and

WHEREAS, the Board finds that prohibiting political contributions by firms contracting with ARUSD—and defining appropriate certification, disclosure, and enforcement mechanisms—will strengthen public trust and uphold the District's commitment to ethical stewardship of public resources;

NOW, THEREFORE, BE IT RESOLVED That the Board of Trustees of the Alum Rock Union School District hereby adopts the following Prohibition on Political Contributions by Contracted Firms, to be incorporated into all District contracts issued on or after the date of this Resolution:

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Contractor Political Contribution Prohibition

1. **Pre-Award Certification**
   The Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or other entity under its control) hereby certifies that it has made no political contribution or pledge of contribution—whether monetary or in-kind—to any current or prospective candidate for the ARUSD School Board, any ARUSD political committee, or any committee controlled by such candidate or officeholder during the 18 month period immediately preceding the contract award, nor during any negotiations for this Contract.

2. **Prohibition During and After the Contract Term**
   During the term of this Contract, and for a period of 18 months following its expiration or termination, the Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or controlled entity) shall not directly or indirectly make any contribution or pledge of contribution to:

   - any candidate for the ARUSD School Board;
   - any current ARUSD School Board Member running for any local, state, or federal office;
   - any ARUSD-related political campaign; or
   - any political action committee or independent-expenditure committee whose expenditures support or oppose ARUSD Board Members or candidates for the ARUSD School Board or any other office held or sought by an ARUSD Board Member.

   For purposes of this Section, "contribution" includes direct monetary contributions; in-kind contributions; and contributions made to or through independent-expenditure committees (IEs), political action committees (PACs), or similar entities.

3. **Certification and Disclosure Requirements**
   As a condition of contract award, the Contractor shall submit a written certification under penalty of perjury affirming compliance with this provision.

   A copy of this Resolution shall be provided to the Contractor and to any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or other entity under its control. Each such party shall sign an acknowledgment confirming receipt of the Resolution. The District shall retain proof of all signed acknowledgments in its official contract files.

   The Contractor shall also disclose any political contributions made during the contract term (or restricted post-contract period), including the identity of the recipient, the amount, the date, and whether the contribution was direct or associated with independent expenditures.

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4. **Material Breach and Remedies**
   Any violation of this provision shall constitute a material breach of the Contract and may result in remedies including, but not limited to:

   - termination of the Contract;
   - forfeiture or repayment of District funds;
   - ineligibility for future District contracts; and
   - any additional remedies available under law or District policy.

BE IT FURTHER RESOLVED that the Superintendent, or designee, is directed to incorporate this language into all applicable District contracts and procurement documents; to develop administrative procedures to ensure compliance; and to provide guidance to District staff, consultants, and prospective contractors regarding these requirements.

BE IT FINALLY RESOLVED that this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union School District on this 18th day of December, 2025, by the following vote:

AYES: 4
NOES:
ABSENT: 0
ABSTAIN: 0

Signed by:
Minh Pham
6E9EA0B9459C459...

Clerk of the Governing Board

Date: December 18, 2025

10.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 12, 2026

Subject: **Resignations (Information Only)**

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

Fiscal Impact: No Cost

Budgeted: Not Applicable

Budget Source: Not Applicable

INFORMATION ONLY

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

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

Information Only

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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

February 12, 2026

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Nguyen, Teresa	Science/Sheppard Middle School	06/05/2026
2.	Shelton, Sabreena	P.E./Renaissance Academy II	06/05/2026
3.	Timmins, Jennifer	T.O.S.A. Induction & New Teacher Support/ Academic Services Department	06/05/2026
4.	Victorio, Skylar	Science/Renaissance Academy II	06/05/2026

II. Resignation in Lieu of Non-Reelect:

1.	Abendano, Elizabeth	SDC/Aptitud Comm at Goss Academy	06/05/2026
2.	Bartlett, Jordan	Counselor/Ocala STEAM Academy	06/05/2026
3.	Dilworth, Jacqueline	Teacher, Drama/V.A.P.A.	06/05/2026
4.	Jimenez, Vanessa	Math/Sheppard Middle School	06/05/2026
5.	Londeore, Cynthia	Science/Sheppard Middle School	06/05/2026
6.	Suresh, Nalini	Science/Sheppard Middle School	06/05/2026
7.	Tran Vu, Nhu	SDC/Renaissance Academy II	06/05/2026

10.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 12, 2026

Subject: **Approve the adoption of the District's Initial Bargaining Proposal to Open Negotiations with CSEA Chapter 305; Re: 2025-2026 Reopeners**

Fiscal Impact: N/A

Budgeted: N/A

Budget Source: N/A

Recommended Action: Staff recommends that the Board of Trustees approves the adoption of the District's initial proposal for the 2025-2026 reopeners as presented and directs Superintendent and/or her designee to begin negotiations with CSEA Chapter 305.

CD

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

To the Board of Trustees:

Meeting: February 12, 2026
Regular Board Meeting

Recommend Approval

10.2
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

2930 Gay Avenue, San Jose, CA 95127 Phone: 408-928-6800 Fax: 408-928-6416 www.arusd.org

February 12, 2026

Alum Rock Union School District's Initial Proposal to

California School Employees Association (CSEA) #305

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act), all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. This is commonly referred to as "sunshining" the proposals. On September 7, 2023, the District and CSEA reached a three (3) year agreement (July 1, 2023 - June 30, 2026). For the second and third years (2024/2025 and 2025/2026) of this Agreement, the parties agree to reopen Article 8.1. "Pay and Allowance " and Article 10.1 "Bargaining Unit Member and Dependent Insurance Coverage" and two (2) non-economic Articles by either party. The District hereby submits its bargaining proposal for the 2025 - 2026 Re-opener.

Article VII	Pay and Allowance
Article X	Bargaining Unit Member and Dependent Insurance Coverage

The District is committed to working collaboratively and in partnership with the California School Employees Association. With respect to the articles identified above, the District's interest is to establish a collective bargaining agreement that supports student achievement and staff success while maintaining fiscal responsibility.

Sandra Garcia, Interim Superintendent

Board of Trustees: Linda Chavez, President, Andres Quintero, Vice-President
Minh Pham, Clerk · Corina Herrera-Loera, Member· Minh Nguyen, Member

10.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 12, 2026

Subject: **Receive CSEA Chapter 305 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2025-2026 Reopeners**

Fiscal Impact: N/A

Budgeted: N/A

Budget Source: N/A

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees receive CSEA Chapter 305 initial proposal for 2025-2026 reopeners as presented and direct the Superintendent and/or designee to begin negotiations.

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

To the Board of Trustees:

Recommend Approval

10.3
Agenda Placement

Meeting: February 12, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

October 29, 2025

Sandra Garcia, Interim Superintendent
2930 Gay Ave.
San Jose, CA 95127

Re: Initial Proposal – Reopener 2025 - 2026

Dear Sandra Garcia:

The California School Employees Association and its Alum Rock Chapter #305 are submitting its Initial Proposal in accordance with Section 3547 of the Government Code for the upcoming reopener negotiations.

Article I RECOGNITION/APPENDIX A
CSEA has an interest in adding newly created classification to the Collective Bargaining Agreement.

Article VIII PAY AND ALLOWANCE
CSEA has an interest in negotiating a fair and equitable wage increase.

Article X BARGAINING UNIT MEMBER AND DEPENDENT INSURANCE COVERAGE
CSEA has an interest in enhancing health and welfare benefits.

CSEA looks forward to working collaboratively with the district to complete negotiations in a timely manner.

If you have any questions, please contact me.

Sincerely,
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Beata Conniff
Labor Relations Representative

CC's: All the appropriate cc's.

10.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 12, 2026

Subject: **Approve Resolution No. 47-25/26 Reducing/Laying Off Certificated Employee Services**

Support Information: Given the current state of the District's budget and due to a lack of work and/or funds, the District is forced to consider the elimination of particular kinds of services now being provide by certificated employees.

Fiscal Impact: N/A

Budgeted: N/A

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution No. 47-25/26.

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

To the Board of Trustees:

Recommend Approval

10.4
Agenda Placement

Meeting: February 12, 2026
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
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

RESOLUTION NO. 47-25/26

RESOLUTION AUTHORIZING REDUCTION IN CERTIFICATED WORKFORCE DUE TO A REDUCTION
OF PARTICULAR KINDS OF SERVICES

WHEREAS, the Superintendent of the Alum Rock Union Elementary School District ("District") has recommended to the District's Governing Board ("Board") that the District reduce the following particular kinds of service itemized in Exhibit "A" no later than the beginning of the 2026-2027 school year; and

WHEREAS, it shall be necessary to terminate at the end of the 2025-2026 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services;

WHEREAS, the Governing Board is required by law to give notice, prior to March 15, 2026, to all certificated employees affected by any decision to reduce or eliminate these particular kinds of services;

THEREFORE, BE IT RESOLVED THAT:

A. The Governing Board hereby determines to reduce services as specified in the recommendation set forth in the recitals above and Exhibit "A" hereto, no later than the beginning of the 2026-2027 school year.

B. The Governing Board hereby determines that, as a result of the above-stated reduction of particular kinds of service (the "Reduction in Force"), it will be necessary to terminate at the end of the 2025-2026 school year the employment of certificated employees of the District in a quantity and kind equal to the FTEs specified in the recommendation set forth in the recitals above and Exhibit "A" hereto.

C. The Governing Board hereby determines that, pursuant to Education Code section 44955(d)(1) the District may deviate from terminating a certificated employee in order of seniority because the District has a specific need for teachers with a credential authorizing the teaching of Non-Core Single Subject Math classes, teachers with a credential authorizing the teaching of Non-Core Single Subject Science classes and for employees who possess a BCLAD Certificate and are teaching one or more Dual Language Immersion classes and that the certificated employee(s) has special training and experience necessary to teach that

Sandra Garcia, Interim Superintendent

Board of Trustees: Linda Chavez, President , Andrés Quintero, Vice-President
Minh Pham, Clerk ·Minh Nguyen, Member·Corina Herrera-Loera, Member

course or course of study or to provide those services, which others with more seniority do not possess and meet the criteria set forth in Exhibit "B" hereto which are incorporated as though fully set forth herein.

D. In order to implement this Reduction in Force, it may be necessary to apply tie-breaking criteria to distinguish among certificated employees who first rendered paid probationary service to the District on the same date. Pursuant to Education Code section 44955(b), the Governing Board determines that the order of layoff as between employees who first rendered paid service to the District on the same date shall be established on the basis of the criteria set forth in Exhibit "C" to this Resolution, which are incorporated as though fully set forth herein.

E. The criteria set forth in Exhibit "C" to this Resolution shall also be used to determine the order of reemployment among those certificated employees who first rendered paid probationary service to the District on the same date. The Superintendent, or his designee, has the discretion to determine the appropriate weight of such criteria and the order in which such criteria are most relevant to serve the needs of the District and students in each tie-breaking situation.

F. that the Superintendent is directed to send appropriate notices to all employees affected by the above-described reduction of a particular kind of service in accordance with the provisions of the California Education Code, to take all necessary action to implement this Resolution, and to afford the employees all rights to which they are entitled under the law and applicable Collective Bargaining Agreement(s). Nothing herein shall be deemed to confer any status or rights upon temporary or categorically funded project certificated employees in addition to those specifically granted to them by statute.

Adopted by the Governing Board of the Alum Rock Union Elementary School District this 12th day of February.

AYES:
NOES:
ABSENT:
ABSTENTIONS:

Alum Rock Union Elementary School District
Dated: February 12, 2026

CERTIFIED AS A TRUE AND CORRECT COPY:

_____
Minh Pham, Clerk of the Board

EXHIBIT A

Recommend Reduction in 2026-2027 Program and Services for the Alum Rock Union Elementary School District.

The Superintendent recommends that the Governing Board adopt a resolution to reduce the programs and services for 2026-2027 as follows:

Particular Kinds of Services	**Full-Time Equivalent Positions (FTE)**
TOSAS	**FTE**
TOSA Induction and New Teacher Support	1.0
	=====
	1.0 Total FTE

EXHIBIT B

"SKIPPING" CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(d)(1)

The District shall retain certificated employees, regardless of their seniority, to the extent one or more of their assignments meet any of the following criteria:

1. Employees who possess a credential authorizing the teaching of Non-Core Single Subject Math classes in grades 6, 7, and 8, are teaching one or more Non-Core Single Subject Math classes in grades 6, 7, and 8 for the District in the 2025-2026 school year, and are expected to teach one or more Non-Core Single Subject Math classes in grades 6, 7, and 8 for the District in the 2026-2027 school year.

2. Employees who possess a credential authorizing the teaching of Non-Core Single Subject Science classes in grades 6, 7, and 8, are teaching one or more Non-Core Single Subject Science classes in grades 6, 7, and 8 for the District in the 2025-2026 school year, and are expected to teach one or more Non-Core Single Subject Science classes in grades 6, 7, and 8 for the District in the 2026-2027 school year.

3. Employees who possess a BCLAD Certificate and are teaching one or more Dual Language Immersion classes in the 2025-2026 school year, and are expected to teach one or more Dual Language Immersion classes for the District in the 2026-2027 school year.

Employees who meet any of the foregoing criteria for some but not all of their assignment(s) shall be retained only as to that portion of their assignment(s) in 2026-2027 that meets the foregoing criteria.

The Superintendent or his/her designee is authorized to determine which employees qualify to be "skipped" from the Reduction in Force and to determine the manner in which the foregoing criteria shall be applied to each employee.

EXHIBIT C

TIEBREAKING CRITERIA PURSUANT TO CALIFORNIA EDUCATION CODE SECTION 44955 (b)

Employees sharing the same first date of paid probationary service to the district shall be awarded tiebreaking points on the following basis:

Criterion	Points
Subject matter authorizations, including supplemental authorization, on credential(s) authorizing services for the district.	1 per authorization
Possession of credential(s) authorizing services for the district	4 for each professional clear credential 3 for each preliminary credential 2 for intern credential 1 for provisional internship permit or short-term staff permit
Column placement on salary schedule	1 per applicable column
Possession of Bilingual Cross-Cultural Language and Development Certificate (BCLAD) or its equivalent	1
Possession of a valid masters degree	1
Prior school year(s) of services to the District in certificated position	1 per school year or fraction thereof

Employees with a greater number of points shall be considered more senior than employees with a fewer number of points, for purposes of determining order of layoff and order of re-employment.

If application of the foregoing criteria fails to resolve a tie among two or more employees, among the employees who remain tied the employee with the earliest date of issuance of a preliminary or professional clear credential shall be considered the more senior employee. As among employees who remain tied who have never obtained a preliminary or professional clear credential, the employee with the earliest date of issuance of an intern credential shall be considered the more senior employee. As among employees who remain tied who have never obtained an intern, preliminary, or professional clear credential, the employee with the earliest date of issuance of an emergency or pre-intern credential, provisional intern permit or short-term staff permit, shall be considered the more senior employee.

Assuming that the preceding criteria do not resolve all ties between certificated employees having the same seniority date between two or more employees, employees will be ranked in order of seniority based upon the total number of days each has served as a substitute employee for the District.

Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then employees with a Ph.D./Ed.D. from an accredited institution of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees possessing a master's degree from an accredited institution of higher education. Similarly, employees with a masters degree from an accredited institution of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees possessing two bachelors degrees. Similarly, employees with two Bachelors Degrees from an accredited institution of higher education will be regarded as having greater seniority for purposes of determining seniority than employees possessing a bachelors degree and an associate of arts/science degree from an accredited institution of higher education. Similarly, employees with a bachelors degree and an associate of arts/science from an accredited institution of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees possessing a single bachelors degree from an accredited institution of higher education.

Assuming that the preceding criteria do not resolve all ties between employees having the same seniority date, then employees with double majors on their transcripts from accredited institutions of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees possessing a single major and two minors on their transcripts from accredited institutions of higher education. Similarly, employees with a single major and two minors on their transcripts from accredited institutions of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees possessing a single major and single minor on their transcripts from an accredited institution of higher education. Similarly, employees with a single major and single minor on their transcripts from accredited institutions of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees possessing a single major on their transcripts from an accredited institution of higher education.

Assuming that the preceding criteria do not resolve all ties between certificated employees having the same seniority date then certificated employees will be ranked by total semester credits earned at an accredited institution of higher education starting with the greatest number of credits to the least number of credits.

Assuming that preceding criteria do not resolve all ties between certificated employees having the same seniority date then certificated employees will be ranked by total semester credits earned at an accredited institution of higher education after earning a Bachelors Degree starting with the greatest number of credits to the least number of credits.

The Superintendent or his designee is authorized to determine the number of tie-breaking permits to be awarded to each employees and to determine the manner in which the tie breaking criteria shall be applied to each employee. In the event that after application of the above criteria, employees are equally situated, then seniority shall be determined by a random drawing by lot.

10.5

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 12, 2026

Subject: **Approve Resolution No. 48-25/26 Reducing/Laying Off Classified Employee Services**

Support Information: Given the current state of the District's budget and due to a lack of work and/or funds, the District is forced to consider the elimination of particular kinds of services now being provided by classified employees.

Fiscal Impact: N/A

Budgeted: N/A

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution No. 48-25/26.

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

To the Board of Trustees:

Recommend Approval

10.5
Agenda Placement

Meeting: February 12, 2026
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
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

RESOLUTION NO. 48-25/26

NOTICE REGARDING REDUCTION OR ELIMINATION OF SERVICES
AND REDUCTION OF CLASSIFIED SERVICE

WHEREAS, the Superintendent of the Alum Rock Union Elementary School District ("District") has recommended to the District's Governing Board ("Board") that the District eliminate the following classified positions no later than the beginning of the 2026-27 school year due to lack of work and/or lack of funds;

WHEREAS, Sections 45114, 45115, 45117, 45298, and 45308 of the California Education Code authorize the Board to eliminate the service of classified positions due to lack of work and/or lack of funds;

WHEREAS, the Board has determined that as a result of lack of funds and/or lack of work, and under the authority of Sections 45114, 45115, 45117, 45298, and 45308 of the California Education Code, it is in the best interests of the District to reduce the following full-time equivalent (FTE) classified services no later than the beginning of the 2026-27 school year.

CLASSIFICATION	NO. OF FULL-TIME Equivalent Positions FTE
ADMINISTRATIVE ASSISTANT	3.0000
BUS DRIVER	3.7500
BUS DRIVER UPHOLSTERER	1.0000
CHILD NUTRITION ASSISTANT II	0.8750
CHILD NUTRITION ASSISTANT III	0.8125
CHILD WELFARE & ATTENDANCE LIAISON	1.0000
COMMUNITY LIAISON 9.5MO	9.7500
HEAD CUSTODIAN II - MIDDLE	1.0000
HEALTH ASSISTANT	0.6250
MECHANIC	1.0000
NIGHT CUSTODIAN II - MIDDLE	5.0000
OFFICE ASSISTANT III	1.5000
PRINTING TECHNICIAN II	0.5000
SCHOOL ADMINISTRATIVE ASSISTANT	1.0000

Sandra Garcia, Interim Superintendent

Board of Trustees: Linda Chavez, President , Andrés Quintero, Vice-President
Minh Pham, Clerk ·Minh Nguyen, Member·Corina Herrera-Loera, Member

SCHOOL OFFICE ASSISTANT	0.7500
WELLNESS CENTER SITE SPECIALIST	6.0000

WHEREAS, the Board is required by law to give notice, no later than March 15, 2026, to all classified employees affected by any decision to reduce or eliminate the above-listed classified services;

NOW THEREFORE BE IT RESOLVED THAT:

A. The Board hereby determines to reduce classified services as specified in the recommendation set forth in the recitals above, no later than the beginning of the 2026-2027 school year.

B. The Board hereby determines that, as a result of the above-stated reduction of classified services, (the "Reduction in Force"), it will be necessary to terminate at the end of the 2025-2026 school year the employment of classified employees in a quantity and kind equal to the FTEs specified in the recommendation set forth in the recitals above.

C. No later than March 15, 2026, pursuant to Education Code section 45117, the Board and all affected permanent classified employees shall be given written notice by the Superintendent or the Superintendent's designee that it has been recommended that the notice be given to the permanent employee, stating the reasons that the employee's services will not be required for the 2025-2026 school year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

D. Nothing herein shall be deemed to confer any rights upon probationary classified employees, short-term employees as defined section 45103, or any other employees not specifically granted such rights by statute.

E. The District Superintendent or her designee is directed to send appropriate notices to all employees affected by the above-listed reduction and elimination of classified services in accordance with the provisions of the California Education Code, and to take all necessary action to to implement this Resolution, and to afford the employees all rights to which they are entitled under the law and the applicable Collective Bargaining Agreement.

ADOPTED by the Alum Rock Union Elementary School District Board of Trustees on February 12, 2026. By the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

Alum Rock Union Elementary School District
Dated: February 12, 2026

CERTIFIED AS A TRUE AND CORRECT COPY:

_____

Minh Pham, Clerk of the Board

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: **January 26, 2026**

Subject: **YMCA of Silicon Valley – Summer School**

Staff Analysis: YMCA will provide ARUSD students with Summer Learning and Enrichment programs at two sites during Summer School March 16, 2026 – July 15, 2026. YMCA will provide half-day enrichment programs serving up to 260 students in TK/K-5th grades from 12 pm–5 pm, Monday – Friday. Enrichment activities include the following components: Arts, Science, Engineering, Tech, Physical Activity, Health & Nutrition, SEL, etc.

Fiscal Impact: **Yes**

Budgeted: **Yes**

Budget Source: **ELOP – Expanded Learning Opportunities Program**

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the contract with YMCA of Silicon Valley. Cost of the contract is not to exceed $267,120.00.

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

Approved by: Daniel Burns Title: Interim Asst. Superintendent, Instructional Services

To the Board of Trustees:

Meeting: February 12, 2026
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

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student SUpport Services (School/Dept.) VENDOR NO. 13882

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: YMCA of SIlicon Valley

Address: 550 South Winchester Blvd #250 City: San Jose State: CA Zip: 95128

Phone: (408) 298-1717 Email Address: angela.rodriguez@ymcasv.org

SSN: _____ or Fed I.D. #: rachel.delmonte@ymcasv.org

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on March 16, , 2026 , and will diligently perform as required and complete performance by July 15 , 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").
YMCA will provide ARUSD students Summer Learning and Enrichment programs at two sites during Summer School, March 16, 2026 - July 15, 2026. YMCA will provide half-day enrichment programs to serve up to 260 students TK/K-5th grades from 12 pm - 5pm Monday - Friday. Enrichment activities include the following components: Arts, Science, Engineering , Tech, Physical Activity, Health & Nutrition, SEL , etc.

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

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

X b. **Other:** $267,120.00 (describe rate agreement) not to exceed 267,120.00

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	2600	0	5815	00	1110	1000	020110	360	7392	$267,120.00	1/26/26
											1/26/26

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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FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA SUMMER ENRICHMENT PROGRAM AGREEMENT

Between YMCA of Silicon Valley and Alum Rock Union School District

Mission:
Our Y is committed to empowering future generations by closing the Opportunity Gap. Our Summer Enrichment Programs surround our youth with developmental opportunities that focus on academic enrichment, strengthening literacy, and instilling 21st Century Learning Skills that provide experiences and access to grow and thrive.

PREAMBLE
The YMCA of Silicon Valley (hereafter "YMCA") and the Alum Rock Union School District (hereafter "School") enter into this Agreement to set forth the terms and conditions upon which they will collaboratively engage in a Summer Enrichment Program to improve the educational success of participants (hereafter, "the Program(s)"). The Program(s) covered under this Agreement is the Summer Enrichment Program.

YMCA and Alum Rock Union School District (hereafter "Party" or "Parties") desire to improve educational opportunities for youth in their community and are participating in the Program to achieve that in the end. The Program is part of a national YMCA initiative to develop signature programs that will help improve the academic success of children in low-income environments. Each Party recognizes that the success of the Program is dependent upon full adherence to the following terms and conditions.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Overview

1. YMCA and School agree to work cooperatively and in good faith to achieve the objectives of the Program as outlined below to School by YMCA.

2. The Parties agree to jointly create a collaboration plan that will include:
   a. Meetings, as needed between the school principal (or his/her designee in case of a scheduling conflict) and the YMCA "Program Site Director", to: develop a Program plan, discuss Program progress and updates, discuss teacher/staff observations, share successes, make amendments to the Program plan in response to data collected, and facilitate communication with teachers and parents/guardians/families.
   b. A protocol for emergencies, such as a School closure, student injury/illness, or other unexpected event that interrupts or significantly impacts the provision of programming and services in the School building or on School grounds. The protocol will conform to the Parties' existing emergency protocols and all legal requirements.

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c. The development and distribution of public communications such as newsletters, e-mails, reports, and general Program marketing materials. The Parties will comply with all YMCA of the USA ("Y-USA") brand, trademark and advertising requirements related to such materials.

Staff and Student Selection

1. The YMCA Executive Director & Program-Director shall have final authority to hire staff who will deliver Program components and activities aligned to the common core standards.

2. The School District will select and recommend students to participate in the Program based on the following criteria:
   a. At risk of non-proficiency in state standardized tests in reading;
   b. Eligible for free and reduced lunch program
   c. Homeless youth; Foster youth

Data Collection, Disclosure and Storage

1. Collection of Participant and Non-Participant Data.
   a. *Participant Defined*. Any student who is selected based on the criteria set forth above in Paragraph 4 and approved to participate in the Program by the YMCA Program Site Director shall become a participant upon submission of a signed program Release (each, a "Participant"). A student who has not submitted the Program Release cannot be considered a Participant. Instead, that student is considered a "Non-Participant".

   b. *Compliance with FERPA and applicable privacy laws*. The Parties acknowledge that student-level data is critical to analysis of Program metrics. The YMCA agrees to acquire parent/caregiver consent in compliance with the Family Educational Rights and Privacy Act ("FERPA") and any and all applicable state or local laws regarding educational rights and privacy from participants to share certain data between them. Confidential information includes, but is not limited to, the information in subsection 2 below.

   c. Collection of Participant Data.
   School agrees to provide the following participant-specific information to the YMCA:

   - Student attendance data.
   - Data regarding classroom behavior and discipline.
   - Reading scores.

   d. Assistance with Data.
   School also agrees to provide YMCA reasonable access to School staff members familiar with the data for further assessment/analysis of the data.

2. Disclosure of Data.
   a. Disclosure of Participant Data to Y-USA and Other Business Partners.
   Pursuant to Education Code § 49076(c) and 34 CFR § 99.31(b), School may share student records or information without the consent of the student's parent or guardian if the records or information are de-identified, which requires the

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removal of all personally identifiable information. School agrees that all Participant data, with personal identifiers removed (to the extent required by applicable law), may be shared with Y-USA for purposes of analysis and program improvement. Other business partners engaged in the analysis of the Program may obtain de-identified information, but solely for purposes of analyzing, improving, and reporting on the Program.

The school agrees that the YMCA, which engages in analysis of the Program may report aggregate, de-identified, participant data analysis to the School, which may use them for purposes of improving instruction and the Program.

b. Disclosure to Third Parties
School understands that such data may be referenced in reports to funders, newsletters, or other publications related to the Program; however, no data from individual students that is not de-identified will be reported. Further, individual schools/school districts will not be identified in any reporting and only aggregate, de-identified data will be reported.

Neither Party shall disclose any findings or analysis from non-public data without prior written consent of the other party (and/or any Program Participant, as defined above, as appropriate), other than summary data that does not identify any individual person; such data may include expenditure patterns, and expenditure per pupil or category of pupil.

3. Protection and Security of Stored Data.

YMCA agrees that, other than as necessary with respect to the Program, data will be kept confidential. YMCA agrees to maintain appropriate network and other data security to protect any School student data in its possession. YMCA agrees to notify School as soon as reasonably practicable if it has any reason to believe there has been a breach of data security relevant to the data subject to this Agreement, and any data has been lost, tampered with, or otherwise illegally accessed. All electronic data analysis will be performed on password-protected computers.

YMCA shall maintain the confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without the prior consent of School, disclose any findings or analysis derived from non-public information other than: (a) summary data as set forth herein (b) data and analysis of such summary data used to promote the educational and research purposes of the Project or its implications for further work related to the Achievement Gap; and (c) data and findings that have been made publicly available without breaching any of the YMCA's confidentiality obligations.

Program Implementation

1. Enrichment Programs will begin on June 15, 2026 and end on July 15, 2026. Program will be held Monday – Friday from 12pm – 5pm (Closed June 19th, July 3rd – due to Holiday).
2. We will schedule Staff Development and Set Up the week prior. Staff will be scheduled 15 mins prior to start time and after end time to set up and clean up areas.
3. Programming:
Summer Enrichment Program (Two schools – Aptitud & McCollam):
12pm-5pm (TK/K 1:10 ratio & 1-5th grade 1:20 ratio)

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Engaging up to 260 students in the Summer Enrichment Program at two schools in ARUSD. Will lead the following components: Arts, Science, Engineering, Tech, Physical Activity, Health & Nutrition, SEL, etc.

4. School shall make the following spaces available to the YMCA for the Program at the times indicated:
    a. A classroom for every 20 students – an average of 5-6 classrooms per school location (more if target numbers are exceeded)
    b. computer lab or cart
    c. cafeteria
    d. outdoor space/grounds
    e. 1 set of restrooms
    f. Other spaces deemed necessary to fulfill the Program requirements and expectations.
        i. Storage Space for all materials

5. School shall provide general security and custodial services. Please provide phone number for janitors.

6. YMCA shall identify third parties for Program enhancement (music, arts, field trips, etc.) but shall confirm that such third parties are acceptable to School prior to contracting with them.

7. School will provide office space for a full-time YMCA Program Site Director at the School. YMCA or School shall provide a desktop or laptop computer with an internet connection for the office space. School shall also provide either a printer for the office space or the ability for the YMCA Program Site Director to print from the office space. (YMCA Program Site Director must have access to Y-USA knowledge sharing site, Exchange, in order to be able to access Y-USA systems and resources.)

8. School will host site visit observations conducted by YMCA staff and or Y-USA staff to help ensure Program fidelity and for the purposes of quality assurance.

9. School shall provide healthy meals and snacks for each Program participant on a daily basis aligned with Y-USA's Healthy Eating and Physical Activity Eating (HEPA) standards.

10. The Parties shall agree how certain joint costs will be shared between them and except as aforesaid; each Party shall bear its own costs, if any, for execution of its obligations under this Agreement. (The parties shall agree how cost should be shared amongst them if any, for execution of its obligation under this Agreement)

11. If applicable school shall provide training for Y staff on reading programs being used and recommended for the summer.

COVID Protocols

Our YMCA of Silicon Valley Programs are diligent in following the latest California Public Health Department protocols to prevent the spread of the COVID-19 virus. We adhere to all county day camp regulations and requirements. Last, but not least the CDC youth protocols are incorporated into our practice. As an early leader in COVID-19 world operations, our Y has helped informed county, state and national practices for safe and healthy youth operations.

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Miscellaneous Provisions

1. This Agreement shall be governed by the laws of the State of California.

2. Each Party shall have responsibility for supervision and compliance of the terms herein by its own employees, contractors, and volunteers.

3. Each Party shall adhere to its applicable policies with respect to Child Abuse Prevention and training in its performance under this Agreement.

4. Each Party shall maintain appropriate insurance for its obligations under this Agreement.

5. YMCA agrees to indemnify and defend School and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of YMCA and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from YMCA's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

6. Alum Rock Union School District agrees to indemnify and defend YMCA and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of District and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from District's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

7. The Parties agree that they are independent of each other and of YMCA of the USA; neither Party shall be deemed an employee, servant, agent, partner or joint venture of the other or of YMCA of the USA.

8. Each Party agrees it has obtained the appropriate authority to enter into this Agreement.

9. For the purpose of executing this Agreement, the Parties hereto agree that a facsimile or electronic (e.g. .pdf) record of this Agreement or other electronic signatures shall serve as original signatures.

10. Notices will be deemed accomplished if sent via U.S. Mail, return receipt requested, fax, electronic email, postage prepaid, or courier service, to the following:

Alum Rock Union School District	YMCA of Silicon Valley
Sandra Garcia, Interim Superintendent 2930 Gay Ave San Jose, CA 95127	Rachel Del Monte, COO 550 S Winchester Blvd #250 San Jose, 95128

INSURANCE

Contractor will keep in force and shall cause the LEA to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

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LEA will keep in force and shall cause the Contractor to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

ASSIGNMENT AND TRANSFER

There shall be no assignment of any part of this MOU by LEA or Contractor.

INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the LEA, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable and verifiable attorney's fees and costs, incurred by the LEA to the extent directly caused by the willful, or negligent act or omission of the Contractor, its officers, board of directors, employees or agents, in the Contractor's performance of this MOU.

LEA shall defend, indemnify and hold harmless the Contractor, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the Contractor which arise out of or relate to the wrongful, willful, or negligent act or omission of the LEA, its officers, directors, employees or agents, in the LEA's performance of this MOU.

APPLICATION OF LAW

This MOU represents the entire understanding of the Parties and it is under the jurisdiction and subject of the State of California.

TERMINATION OF AGREEMENT

Each Party has the right to terminate this contract if the other Party has materially breached any obligation herein and such breach remains uncured for a period of ten (10) days after written notice thereof is sent to the other Party. Further, either Party may termination this MOU without cause upon thirty (30) days prior written notice.

CONFIDENTIALITY

LEA acknowledges and agrees that all information, work in progress, trade secrets, or other secret or confidential information related to the business or projects of Contractor, as well as student achievement data, demographic data, student medical records and academic records (collectively, "Student Data") constitutes confidential information (collectively, "Confidential Information"). Contractor agrees that all times, both during this MOU and after its termination, Contractor will keep in confidence and trust all such Confidential Information and shall not use, copy, or disclose to any person, firm, or corporation any such Confidential Information. This obligation shall end whenever such information enters the public domain and is no longer confidential or proprietary through no improper action or inaction by either Party. Upon termination or expiration of this MOU, or at any time upon request of LEA, Contractor will return to LEA all Confidential Information in Contractor's possession or control. If data will be provided through an online platform, Contractor shall have controlled access to the data via password, and Contractor shall assume full liability for any access violations which may occur. If Contractor is requested or required by reason of legal requirements or legal proceedings of any nature to disclose any Confidential Information, it shall promptly provide Grantee with notice of the request or requirement. In those cases, Contractor will in good faith consult with LEA and consider and act upon LEA's suggestions concerning the nature, scope, and manner of disclosure, including cooperating with LEA in seeking a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Contractor is nonetheless legally compelled to disclose Confidential Information, Contractor may disclose only that portion of Confidential Information which its counsel advises is legally required to be disclosed. Contractor recognizes that Student Data is sensitive, and that any misuse of such data by Contractor could be or is a violation of state and federal law. Contractor assumes full responsibility for the use of such Student Data.

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FINGERPRINTING SCAN AND TB TEST

Contractor is expected to have contact with LEA's students. Any Contractor, as well as any Contractor-associated personnel who are expected to have contact with students, must have proof of negative TB test and must authorize and undergo a fingerprinting scan via LIVESCAN (or other state or local authorized entity that provides fingerprinting services). Contractor agrees not to have contact with any student prior to proof of negative TB test and receipt of fingerprinting clearance.

Duration of Agreement; Amendments

1. This Agreement is effective on March 16, 2026 and shall end on July 15, 2026 unless terminated by YMCA with 30 days advance notice. Termination of this Agreement for any cause or its expiration shall not release either party from any liability that accrued on or before the date of termination or which may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any duty or obligation that by its nature should extend beyond the expiration or earlier termination of this Agreement, including without limitation the provisions related to storage and disclosure of data.

2. **Payment Terms:**
   The maximum contract amount is **$267,120**

   Payment will be issued to Contractor within 30 days after receipt of the session invoice. Contractor will submit the invoice with documented enrollment.

   Summer Enrichment Program- Half Day
   Target: 120 students at McCallum & 140 students at Aptitud = 260 students total

   Billing Per Group:
   TK/K 1:10 Ratio: 4 Groups x $11,340 per group* = $45,360
   Grade School 1:20 Ratio: 11 groups x $20,160 per group* = $221,760

   *Per Group Cost is per 21 days of service

3. This Agreement is the entire agreement between the Parties and cannot be amended or modified other than by written agreement of both Parties.

IN WITNESS WHEREOF the undersigned have executed this MOU as of the Effective Date.

ACCEPTED AND AGREED

Alum Rock Union School District	**YMCA of Silicon Valley**
	Signed by: Rachel Del Monte AE9856D285BA437...
Signature	Signature
Sandra Garcia, Interim Superintendent	Rachel Del Monte, COO
	1/23/2026
Date	Date

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: **January 26, 2026**

Subject: **Think Together, Inc. – Summer School**

Staff Analysis: Think Together will provide 21 non-instructional day services (summer) for up to 270 students across three school sites. Think Together will provide (16) Program Leaders to maintain ratios, provide essential academic support, mentorship by maintain student safety, facilitating activities, and tracking student progress. Think Together will provide three Site Program Managers to oversee the sites.

Fiscal Impact: **Yes**

Budgeted: **Yes**

Budget Source: **ELOP - Expanded Learning Opportunities Program**

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the contract with Think Together, Inc. Cost of the contract is not to exceed $209,864.00.

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

Approved by: Daniel Burns Title: Interim Asst. Superintendent, Instructional Services

To the Board of Trustees:

Recommend Approval

11.2
Agenda Placement

Meeting: February 12, 2026
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

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Support Services (School/Dept.) VENDOR NO. 020104

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: Think Together, Inc.

Address: 2101 East Fourth Street, Ste 200B City: Santa Ana State: CA Zip: 92705

Phone: (714) 543-3807 Email Address: perla. galeno@thinktogether.org

SSN: _____ or Fed I.D. #: rbarth@thinktogether.org

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 13, 2026, and will diligently perform as required and complete performance by July 15, 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").
Think Together will provide 21 non-instructional day services (Summer) for up to 270 students across three school sites. Think Togeher will provide (16) Program Leaders to maintain ratios, provides essential academic support, mentorship by maintaining student safety, facilitating activities, and tracking student progress. Think Together will provide three Site Program Managers to oversee the sites.

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:** $209,864.00 (describe rate agreement) Not to exceed

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	2600	0	5815	00	1110	1000	020110	360	7392	$209,864.00	1/30/26

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

think TOGETHER

January 29, 2026

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Think Together Non-Instructional Day Services Proposal

Background
Alum Rock Union Elementary School District (ARUESD) has solicited Think Together to provide non-instructional day (NID) services during the summer of 2026. This proposal responds to that request.

Scope of Work
Program Description: Think Together will provide NID services to accommodate 270 students across three school sites.

Program Sites: Aptitud Community Academy at Goss, Linda Vista ES, and Millard McCollam ES; a total of three sites.

Program Dates: February 13, 2026 – July 15, 2026; 21 program days.

Program Hours: five hours per day.

Direct Service Personnel

Program Leaders: Think Together will assign 16 Program Leaders, incorporating four additional "Floater" Program Leaders to maintain ratios.

Program Leaders provide essential academic support and mentorship by maintaining student safety, facilitating activities, and tracking student progress.

Our qualified and experienced Program Leaders will supervise students at a ratio of 1:20 and at a ratio of 1:10 for transitional kindergarten/kindergarten students to ensure individualized attention and a safe learning environment.

Site Program Managers: Think Together will assign three Site Program Managers to oversee the sites.

Site Program Managers oversee the program's effective operation, maintaining educational and safety standards, and communication with school staff and families to ensure program quality is aligned with Partner's goals.

Operating

Curricula and Supplies: Think Together will be responsible for all curriculum materials, staffing-related expenses, field trip experiences (three on-site), and consumable supplies required for program delivery.

Administrative Fee: Think Together's total fee is inclusive of a 15% administrative fee.

Pricing: Think Together proposes a fee of $209,864 to deliver the scope of services described above.

think TOGETHER

June 2026 – 11 program days

Personnel

20 Program Leaders	$61,600
Total Personnel	**$61,600**

Operating

Curricula and Supplies	$25,504
Field Trip Experiences	$8,486
Administrative Fee (15%)	$14,339
Total Operating	**$48,329**
Total Project Cost (FY'26)	**$109,929**

July 2026 – 10 program days

Personnel

20 Program Leaders	$56,000
Total Personnel	**$56,000**

Operating

Curricula and Supplies	$23,186
Field Trip Experiences	$7,714
Administrative Fee (15%)	$13,035
Total Operating	**$43,935**
Total Project Cost (FY'27)	**$99,935**
Total Project Cost (FY'26 + FY'27)	**$209,864**

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: January 23, 2026

Subject: **AchieveKids (Ratify)**

Staff Analysis: AchieveKids is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. We have (2) students now attending AchieveKids at this time. Due to the severity of their disability, a nonpublic school placement is required.

Fiscal Impact: **Yes**

Budgeted: **Yes**

Budget Source: **Special Education**

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the ratify the contract increase with AchieveKids for the 25-26 school year in the amount of $51,981. The total cost of the contract will be $174,970.

Submitted by: Anthony Colonna Title: Director of Special Education

Approved by: Daniel Burns DB Title: Interim Asst. Superintendent, Instructional Services

To the Board of Trustees:

Meeting: February 12, 2026
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: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts $5,000 or more

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

Type of Contract: ___Employee Contract ___Independent Contractor Agreement x__ MOU

School/Department: Special Education Date: January 26, 2026

Requested by: Anthony Colonna - Director Special Education

Name of Company/Individual
to be contracted: AchieveKids

Address: 3860 Middlefield Rd.

City: Palo Alto State: CA Zip Code: 94303

Dates of Services: July 1, 2025 - June 30, 2026

Services to be provided: AchieveKids is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Due to the severity of their disability, a nonpublic school placement is required. 080-6500-0-5100-00-5750-1180- 000000-380-1820

Estimated Cost: $ 174,970 Budget code: _____

Supervisor's Signature: _____ Date: _____

Approved: ❒ **Yes** ❒ **No**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268166

Original P.O Amount $_____ Contract Original Amount $122,989

Vendor Name: AchieveKids Vendor No. 10558

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	$122,989
Change Order #: 1	$51,981
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$179,970

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	080	6500	0	5100	00	5750	1180	000000	380	1820	+51,981	

1/28/26
1/28/26

Reason for Adjustment:
Student was placed at AchieveKids per IEP meeting.

School/Dept.: Special Education Requested by: LeAnne Depew

Approval: _____ 1/28/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ 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.)

13.1

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: February 4, 2026

Subject: **Approval of Board Meeting Minutes for the following date:**

January 29, 2026, 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: February 12, 2026
Regular Board Meeting

Recommend Approval

13.1
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 THE ANNUAL ORGANIZATIONAL AND REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, January 29, 2026, 5:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #18-25/26

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 5:33 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President), Minh Pham (Clerk), Corina Herrera-Loera (Member), and Minh Nguyen (Member)

Administrative and Support Staff Members present were Sandra Garcia (Interim Superintendent), Daniel Burns (Interim Superintendent, Instructional Services), 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.

1.6 Discussion And/Or Modification(s) of the Agenda

MOTION #01-18 by Clerk Minh Pham to modify the agenda to move items 5.1 & 5.2 before item 1.3 and pull item 8.9 from the agenda. MOTION #01-18 was seconded by President Linda Chavez.

MOTION #01-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

Interim Superintendent Garcia asked that items 5.2 and 11.5 be pulled.
The Board decided to leave item 11.5 on the agenda.

5. Special Presentation/Recognition

5.1 Youth Help Youth Recognition

Lupe Ruvalcaba, Coordinator of Expanding Learning, and Jesus Araujo, Coordinator of Student Engagement, presented the student with a certificate of appreciation.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:
David Williams and Vince Tran.

3. Closed Session

3. 1 Recess to Closed Session

Public Comment:
Shavdra Mupuldara, Yartiza Oregel, Maria Martinez, Maestra Diaz, Kathy Lowie, Kimberly Doty, Herminlinda Mendoza, Jackie, Nathan, Female Speaker (Teacher), and Sara Credavex.

The Board recessed to closed session.

4. RECONVENE TO OPEN SESSION

4.1 Report of Action Taken in Closed Session.

President Linda Chavez said there was a quorum.

Assistant Superintendent Torrico reported the following:

Item 3.3

On a motion by Member Minh Nguyen and seconded by President Linda Chavez, the Board by a unanimous vote rejected the tort claim by YRM.

4. RECONVENE TO OPEN SESSION *(continued)*

Item 3.6

On a motion by Vice-President Andrés Quintero, seconded by President Linda Chavez, the Board, by a unanimous vote, approved the appointment of Balbir Saini as the new Director of Fiscal Services.

There were no further actions to report.

MOTION #02-18 by President Linda Chavez to extend the meeting to 11:59 pm. MOTION #02-18 was seconded by Member Minh Nguyen.

MOTION #02-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

MOTION #03-18 by Vice-President Andrés Quintero to reopen the agenda to move item 11.5 after item 6.4 and to hear comments from the Interim Superintendent & Board after. MOTION #03-18 was seconded by Clerk Minh Pham.

6. Comments and Communications

6.01 Teamsters, 6.02 California School Employees' Association (CSEA), 6.03 Alum Rock Educators' Association (AREA), and 6.04 Alum Rock Administrators' Association (ARAA).

11. Bond/ Facilities – Contracts Over $100,000

11.1 Operational Bonds Performance Audit for Measures J, I and S for Fiscal Years 2021-22, 2022-23, 2023-24.

Harvey Rose representatives Fred Russo and Lynden Berry gave a presentation regarding the Operational Bonds Performance Audit.

11.2 District Response to Operational Bonds Performance Audit.

Eric Wasinger, Senior Executive of Bonds & MOT, gave a presentation regarding The District's Response to the Operational Bonds Performance Audit.

10. Business

10.1 Approve Core Builders + Steinberg Hart Contract

A representative from Core Builders + Steinberg Hart gave an overview of the contract discussions that they had with the district staff.

10. Business *(continued)*

MOTION #04-18 by Vice-President Andrés Quintero to approve Action Item 10.1 as presented. MOTION #04-18 was seconded by Member Corina Herrera-Loera.

MOTION #04-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

6. Comments and Communications

6.5 Interim Superintendent and 6.6 Board of Trustees.

7. Public Hearing

7.1 Public Hearing District's Initial Bargaining Proposal to Open Negotiations with AREA; Re: 2025-2026 Reopeners.

President Linda Chavez opened the hearing at 10:44 pm and closed it at 10:45 pm.

7.1 Public Hearing AREA Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2025-2026 Reopeners.

President Linda Chavez opened the hearing at 10:44 pm and closed it at 10:45 pm.

Public Comment:
Sandra Rivera

8. Superintendent/Board Business

8.1 Board Policy 0410: Nondiscrimination in District Programs And Activities- First Reading.

8.2 Board Policy 1312.13: Uniform Complaint Procedures- First Reading.

8.3 CSBA Board Policy 5145.13 – Response to Immigration Enforcement has been retired and replaced by Board Policy 1445 -Response to Immigration Enforcement- First Reading.

8.4 Form J-13A Request for Allowance of Attendance Due to Emergency Conditions.

8. Superintendent/Board Business *(continued)*

MOTION #05-18 by Vice-President Andrés Quintero to approve Action Item 8.1 as presented. MOTION #05-18 was seconded by Clerk Minh Pham.

MOTION #05-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8.5 Amendment to the July 31st, 2025 Super Copita Directive.

MOTION #06-18 by Clerk Minh Pham to approve Action Item 8.5 as presented. MOTION #06-18 was seconded by Member Corina Herrera-Loera.

MOTION #06-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8.6 Approve Resolution No. 41-25/26 Relating to the Naming Of the New Multi-Purpose Gym to Horace Cureton.

MOTION #07-18 by Vice-President Andrés Quintero to approve Action Item 8.6 as presented. MOTION #07-18 was seconded by Member Corina Herrera-Loera.

Public Comment:
Chrystine Villarreral

MOTION #07-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8.7 Discuss and Approve a Process for the Selection and Hiring of a Permanent Superintendent.

MOTION #09-18 by Clerk Minh Pham to approve Action Item 8.7 as presented. MOTION #09-18 was seconded by Vice-President Andrés Quintero.

MOTION #09-18 carried* with a *vote of 3 in favor; two opposition (Member Corina Herrera-Loera and Member Minh Nguyen); no absent; and no abstention.

8.8 Direct Administration to put out a request for proposals for a search firm to assist with the Process of Hiring a Superintendet.

MOTION #10-18 by Vice-President Andrés Quintero to approve Action Item 8.8 with the amendment that the administration will send all responses directly to President Linda Chavez. MOTION #10-18 was seconded by Clerk Minh Pham.

8. Superintendent/Board Business *(continued)*

MOTION #10-18 carried **with a** ***vote of 3 in favor; two opposition (Member Corina Herrera-Loera and Member Minh Nguyen); no absent; and no abstention.***

8.10 Consideration/Approval of Resolution No. 42-25/26 Relative to Organization of District Administrators through June 30, 2028.

MOTION #11-18 by Clerk Minh Pham to approve Action Item 8.10 with the amendments subsequence clauses. MOTION #11-18 was seconded by Vice-President Andrés Quintero.

Public Comment:
Chrystine Villarreal

MOTION #11-18 carried **with a** ***vote of 3 in favor; two opposition (Member Corina Herrera-Loera and Member Minh Nguyen); no absent; and no abstention.***

9. Instructional Services

9.1 Resolution No. 35-25/26 Lunar New Year February 17, 2026.

MOTION #12-18 by Vice-President Andrés Quintero to approve Action Item 9.1 as presented. MOTION #12-18 was seconded by Clerk Minh Pham.

MOTION #12-18 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

9.2 Resolution No. 34-25/26 Black History Month- February 2026

MOTION #13-18 by Member Corina Herrera-Loera to approve Action Item 9.2 as presented. MOTION #13-18 was seconded by Vice-President Andrés Quintero.

MOTION #13-18 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

9.3 Resolution No. 30-25/26 The Great Kindness Challenge Week January 26-30,2026.

MOTION #14-18 by Clerk Minh Pham to approve Action Item 9.3 as presented. MOTION #14-18 was seconded by Vice-President Andrés Quintero.

MOTION #14-18 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

9. Instructional Services *(continued)*

9.4 Quarterly Report on Williams Uniform Complaints

MOTION #15-18 by Vice-President Andrés Quintero to approve Action Item 9.4 as presented. MOTION #15-18 was seconded by Clerk Minh Pham.

MOTION #15-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.5 School-Sponsored Field Trips

MOTION #16-18 by Vice-President Andrés Quintero to approve Action Item 9.5 as presented. MOTION #16-18 was seconded by Clerk Minh Pham.

Public Comment:
Sandra Rivera

MOTION #16-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.6 School Accountability Report Cards (SARC) and School Safety Plans

MOTION #17-18 by Vice-President Andrés Quintero to approve Action Item 9.6 as presented. MOTION #17-18 was seconded by Clerk Minh Pham.

MOTION #17-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11. Bond/ Facilities – Contracts Over $100,000

11.3 Approve Architectural Fee Proposal for the Replacement of the Fire Alarm System at Ocala STEAM Academy

MOTION #18-18 by Vice-President Andrés Quintero to approve Action Item 11.3 as presented. MOTION #18-18 was seconded by Clerk Minh Pham.

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

11.4 Approve C and B Landscape Inc (DBA California Landscape Company) Proposal for a New Student Drop-Off area at Aptitud Academy and a New Parking Area and Student Drop- Off Area at Painter Elementary.

11. Bond/ Facilities – Contracts Over $100,000 *(continued)*

MOTION #19-18 by Vice-President Andrés Quintero to approve Action Item 11.4 as presented. MOTION #19-18 was seconded by Clerk Minh Pham.

MOTION #19-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11.5 For Review of Proposal for VER Consultants to Provide Consulting/Government Relations Services -1720 Hopkins Drive

MOTION #20-18 by Clerk Minh Pham to approve Action Item 11.5 as presented. MOTION #20-18 was seconded by Vice-President Andrés Quintero.

Public Comment:
Chrystine Villarreal

12. Human Resources

12.1 Resignations

12.2 Approve the adoption of the District's Initial Bargaining Proposal to Open Negotiations with AREA; Re: 2025-2026 Reopeners

MOTION #21-18 by Member Corina Herrera-Loera to approve Action Item 12.2 as presented. MOTION #21-18 was seconded by Clerk Minh Pham.

MOTION #21-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12.3 Receive AREA Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2025-2026 Reopeners

MOTION #21-18 by Member Corina Herrera-Loera to approve Action Item 12.2 as presented. MOTION #21-18 was seconded by Clerk Minh Pham.

MOTION #21-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

13. Contracts Over $100,000

13.1 Approve the KV Educational Services Contract for the 2025/2026 SY.

MOTION #22-18 by Vice-President Andrés Quintero to approve Action Item 13.1 as presented. MOTION #22-18 was seconded by Member Corina Herrera-Loera.

13. Contracts Over $100,000 (continued)

MOTION #22-18 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

13.2 Approve the Silicon Valley Education Services Contract for the 2025/2026 SY.

MOTION #23-18 by Clerk Minh Pham to approve Action Item 13.2 as presented. MOTION #23-18 was seconded by Vice-President Andrés Quintero.

MOTION #23-18 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

13.3 Approve and Ratify the Bay Alarm Company Services Contract for the 2025/2026 SY.

MOTION #24-18 by Vice-President Andrés Quintero to approve Action Item 13.3 as presented. MOTION #24-18 was seconded by Clerk Minh Pham.

MOTION #24-18 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

13.4 Approve Resource Area for Teaching Services Contract for the 2025/2026 SY.

MOTION #25-18 by Clerk Minh Pham to approve Action Item 13.4 as presented. MOTION #25-18 was seconded by Vice-President Andrés Quintero.

MOTION #25-18 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

13.5 Approve Little Heroes Services Contract for the 2025/2026 SY.

MOTION #26-18 by Clerk Minh Pham to approve Action Item 13.5 as presented. MOTION #26-18 was seconded by Vice-President Andrés Quintero.

MOTION #26-18 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

14. Contracts Extensions Over $100,000

14.1 Approve FORXA services contract for the 2025/2026 SY.

MOTION #27-18 by President Linda Chavez to approve Action Item 14.1 as presented. MOTION #27-18 was seconded by Clerk Minh Pham.

MOTION #27-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

14.2 Approve Blossom Hill Glass & Mirror services contract for the 2025/2026 SY.

MOTION #28-18 by President Linda Chavez to approve Action Item 14.2 as presented. MOTION #28-18 was seconded by Clerk Minh Pham.

MOTION #28-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

14.3 Approve Leader Services services contract for the 2025/2026 SY.

MOTION #29-18 by President Linda Chavez to approve Action Item 14.3 as presented. MOTION #29-18 was seconded by Member Corina Herrera-Loera.

MOTION #29-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

14.4 Approve InPlay Learning Networks Services Contract for the 2025/2026 SY.

MOTION #30-18 by President Linda Chavez to approve Action Item 14.4 as presented. MOTION #30-18 was seconded by Member Corina Herrera-Loera.

MOTION #30-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

14.5 Approve Amergis Healthcare Staffing Services Contract for the 2025/2026 SY.

MOTION #31-18 by President Linda Chavez to approve Action Item 14.5 as presented. MOTION #31-18 was seconded by Member Corina Herrera-Loera.

MOTION #31-18 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

15. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, and 15.10.***

MOTION #32-18 by President Linda Chavez to approve Agenda Item 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, and 15.10 as presented. MOTION #32-18 was seconded by Member Corina Herrera-Loera.

MOTION #32-18 carried **with a** ***vote of 5 in favor; no opposition; no absent; and no abstention.***

16. Future Board Agenda Requests

16.1 Future Board Agenda Requests

17. ADJOURNMENT

17.1 President Adjourns the Meeting

The Board meeting was adjourned in memory of a parent whose children attended Ryan Steam Academy. She was fatally struck by a vehicle in the San Jose neighborhood of King and Story Road.

President Linda Chavez adjourned the meeting at 11:57 p.m.

Respectfully submitted,

Minh Pham, Board Clerk
mc

13.2

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: January 30, 2026

Subject: **Acceptance of Donations**

Type: Action (Consent)

Support Information: The District has received donations as summarized on the sheet dated February 12, 2026.

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve acceptance of these donations.

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

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

Recommend Approval

13.2
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
February 12, 2026

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Public Property Advisors, Inc.	Materials & Supplies	$12,500.00	ARUESD Districtwide -Educational Programs
Renaissance Academy PTO	Materials & Supplies	$ 726.45	ARUES Districtwide -VAPA Program
Thrive Public Schools	Materials & Supplies	$ 4,000.00	Adelante Academy
Happy Hollow Foundation	Materials & Supplies	$ 514.85	Adelante II Academy
Ocala STEAM Academy	Materials & Supplies	$ 315.00	Ocala STEAM Academy -Ocala's Choir Student Performance
Crystal Eye Care	Materials & Supplies	$ 750.00	Painter Elementary
Ms. Loi M. Truong	Materials & Supplies	$ 970.00	Painter Elementary -5th Grade Science Camp
Painter Parents: Mr. Kevin J. Ms. Aleena Gale R. Ballesteros/ Mr. Jose Asuncion Trinidad	Materials & Supplies	$ 700.00	Painter Elementary Ballesteros/ -5th Grade Science Camp
Painter Parents: Ms. Joanne Tran/ Ms. Thinh Pham/ Mr. Phuong Bui	Materials & Supplies	$ 1,250.00	Painter Elementary -5th Grade Science Camp
Painter Elementary	Materials & Supplies	$ 1,000.00	Painter Elementary -5th Grade Science Camp
L.U.C.H.A. PLG	Materials & Supplies	$ 1,485.40	L.U.C.H.A. @ San Antonio -paid bus student field trip

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

January 8, 2026

Alum Rock Union School District
Board of Trustees
2930 Gay Avenue
San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made by to Alum Rock Union Elementary School District.

Public Property Advisors, Inc $12,500.00 Check#212

This donation is to support educational programs and opportunities the district provides to the students in the community.

Please deposit into donation account.
060-9010-0-4300-00-1110-1000-000000-710-2110

Sincerely,

Sandra Garcia
Interim Superintendent

Sandra Garcia, Interim Superintendent

Board of Trustees: Linda Chavez, President, Andrés Quintero, Vice-President
Minh Pham, Clerk · Corina Herrera-Loera, Member · Minh Nguyen, Member

Visual and Performing Arts Department
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127
408-928-7600
Emily McChristian, Principal

Date: 01/16/2026

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Emily McChristian, Principal on Special Assignment

Please accept this check reflecting a donation given to Alum Rock Union School District's VAPA program in the amount of $726.45 from Renaissance Academy PTO. The funds will be used to replace instruments that are no longer functioning.

Thank you in advance for your approval.

Sincerely,

Emily McChristian
Principal on Special Assignment
V.A.P.A., P.E., and Sports

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Sandra Garcia, Interim Superintendent
Honorable Board Members

From: Adelante Dual Immersion Academy

Re: Donation from Thrive

Date: January 6, 2026

Please accept the following donation from Thrive Public Schools for profesional development, coaching support and collaboration.

Total: $4,000.00

Donors Information:
NAME: Thrive Public Schools
EMAIL ADDRESS: 2739 E Evans Road, San Diego CA 92106

BUSINESS OFFICE
JAN 9 2026

ADELANTE II DUAL LANGUAGE ACADEMY

1970 Cinderella Lane, San José, CA 95116 Phone: 408-928-7100 Fax: 408-928-7101 Principal: José Cortez

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: December 8, 2025

Re: Happy Hollow Foundation

Please accept the following donation from Happy Hollow Foundation in the amount of $514.85 to be deposited into Adelante II's donation account. The funds will be used for field trip transportation.

Thank you,

Mr. José Cortez

Principal

Ocala STEAM Academy

2800 Ocala Avenue, San Jose CA 95148
(408) 928-8350

Kelsey White - Principal
Adam Stickles - Assistant Principal

Date: December 18, 2025

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Kelsey White, Principal

Please accept the cash donation of $315.00 towards student entry fees for Ocala's Choir Student Performance at Santa Clara University Basketball Game.

Thank you in advance for your approval.

Sincerely,

Kelsey White
Principal

PAINTER ELEMENTARY SCHOOL

Dr. J. M. Manluco, Principal (408) 928-8400 Fax: (408) 928-8401
500 Rough & Ready Road, San Jose, CA 95133

Jan 22, 2026

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made to Ben Painter Elementary from:

Crystal Eye Care	**$250.00**	**Check #: 417**
Postal Money Order	**$250.00**	
Cash	**$250.00**	

This donation will be used to pay for 5th graders from Ben Painter to attend Science Camp.

Please deposit into donation account:
060-9010-0-5815-00-1110-1000-000000-160-2110

Sincerely,

Dr. Joseph Manluco
Principal

PAINTER ELEMENTARY SCHOOL

Dr. J. M. Manluco, Principal (408) 928-8400 Fax: (408) 928-8401
500 Rough & Ready Road, San Jose, CA 95133

Jan 14, 2026

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made to Ben Painter Elementary from:

Loi M Truong	**$250.00**
Cash	**$720.00**

This donation will be used to pay for 5th graders from Ben Painter to attend Science Camp.

Please deposit into donation account:
060-9010-0-5815-00-1110-1000-000000-160-2110

Sincerely,

Dr. Joseph Manluco
Principal

PAINTER ELEMENTARY SCHOOL

Dr. J. M. Manluco, Principal (408) 928-8400 Fax: (408) 928-8401
500 Rough & Ready Road, San Jose, CA 95133

Jan 16, 2026

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made to Ben Painter Elementary from:

Kevin J Ballesteros/Aleena Gale R Ballesteros	**$250.00**	**Check #: 202**
Jose Asuncion Trinidad	**$200.00**	**Check#: 115**
Cash	**$250.00**	

This donation will be used to pay for 5th graders from Ben Painter to attend Science Camp.

Please deposit into donation account:
060-9010-0-5815-00-1110-1000-000000-160-2110

Sincerely,

Dr. Joseph Manluco
Principal

PAINTER ELEMENTARY SCHOOL

Dr. J. M. Manluco, Principal (408) 928-8400 Fax: (408) 928-8401
500 Rough & Ready Road, San Jose, CA 95133

Jan 12, 2026

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made to Ben Painter Elementary from:

Joanne Tran	**$250.00**	**Check #636**
Thinh Pham/Phuong Bui	**$250.00**	**Check #112**
Cash	**$750.00**	

This donation will be used to pay for 5th graders from Ben Painter to attend Science Camp.

Please deposit into donation account:
060-9010-0-5815-00-1110-1000-000000-160-2110

Sincerely,

Dr. Joseph Manluco
Principal

PAINTER ELEMENTARY SCHOOL

Dr. J. M. Manluco, Principal (408) 928-8400 Fax: (408) 928-8401
500 Rough & Ready Road, San Jose, CA 95133

Jan 13, 2026

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made to Ben Painter Elementary from:

Cash **$1,000.00**

This donation will be used to pay for 5th graders from Ben Painter to attend Science Camp.

Please deposit into donation account:
060-9010-0-5815-00-1110-1000-000000-160-2110

Sincerely,

Dr. Joseph Manluco
Principal

SAN ANTONIO ELEMENTARY & L.U.C.H.A. @ SAN ANTONIO
Alum Rock Union School District (ARUSD)
1721 E San Antonio St, San José, CA 95116 *Phone: (408) 928-8700*
Mrs. Iris Charest-Principal *Mrs. Lupe Cruz-Asst. Principal*
Mrs. Leticia Corona-School Administrative Assistant

December 19, 2025

Honorable Board of Trustees

Alum Rock Union Elementary School District

2930 Gay Avenue

San Jose, CA 95127

Honorable Members of the Board:

Please accept the following donation of $1485.40 from L.U.C.H.A. PLG to Alum Rock School District's (L.U.C.H.A.) donation account. The money will be used to reimburse the donation account for a paid bus student field trip.

Thank you in advance for your approval.

Sincerely,

Iris Charest

Mrs. Iris Charest

Principal

13.3

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: February 3, 2026

Subject: **Approval of Fundraising Activities**

Type: Action (Consent)

Support Information: The District has received fundraising requests as summarized on the attached sheet dated February 12, 2026.

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

13.3
Agenda Placement

Meeting: February 12, 2026
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
February 12, 2026

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante I Academy	Food Sales	PTA	01/29/26-03/12/26
Adelante II Academy	Book Fair Sales	ASB	02/02/26-02/06/26
Adelante II Academy	Talent Show Concessions' Sales	ASB	02/12/26-02/12/26
Adelante II Academy	Rock the Court Concessions' Sales	ASB	01/23/26-01/25/26
Adelante II Academy	Chocolate Apple Sales	ASB	02/02/26-02/13/26
Aptitud Academy	Valentine Grams' Sales	ASB	02/09/26-02/13/26
Hubbard Academy	Valentine Grams' Sales	ASB	02/09/26-02/13/26
Russo/McEntee Academy	School T-Shirts' Sales	ASB	01/05/26-06/01/26

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante 1 Date: 1/14/26

Description of Event: Type Food Sales Vendor Costco

Purpose for Event: Sell snack food for Kinder graduation. This is done 1½ hours after school.

If selling food what are the items: Chips, snacks, water Brand and package size: Costco

Explain how food is handled/stored prior to or day of event: Buy at store and sell at school

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

Proposed Date(s) of Event: 1/29 - 3/11 (Thursday) Time of Event: 3pm - 4pm

Contact Person: Della Oseguera

Location of Proposed Activity: School property

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 1/21/26 Date

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

Student Council Representative: _____ Signature 1/22/2026 Date

Principal Approval: _____ Signature 1/21/2026 Date

Reviewed by Business Services: Mara Nuñez Date: 2/3/2026

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

CNS _____ Date: 2/3/26

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: Adelante II Date: 1/20/26

Description of Event: Type Book Fair Vendor Scholastic

Purpose for Event: Provide students, parents & staff an opportunity to purchase books in two languages; English & Spanish

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

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

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

Proposed Date(s) of Event: 2/2/26 - 2/6/26 Time of Event: Before & after school

Contact Person: Deanna Thompson

Location of Proposed Activity: Cafeteria Stage

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 23'24'

Use of Facilities thru Facilitron <u>is required</u> 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 1/21/26 Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 1/21/26 Date

Reviewed by Business Services: Maria Nuñez Date: 2/3/26

- 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 #: 13 **(From Financial Plan)**

School Name: Adelante Dual Language Academy II Date: 1/12/26

Description of Event: Type Talent Show/concessions/Admission/donation/Vendor Parents donations

Purpose for Event: Fundraise for science camp.

If selling food what are the items: Pizza, Nachos, pre-packaged Beverages & Snacks and package size: varies depending on donated items. Capri suns, Frito-lay, Coca-cola, pepsico products to be used.

Explain how food is handled/stored prior to or day of even: Pre-packaged food/Beverage items will be stored in staff lounge. Pizzas will be delivered on sight day & time of the event.

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

Proposed Date(s) of Event: 2/12/26 Time of Event: 6:00 - 8:00 pm

Contact Person: Josefina Orejel

Location of Proposed Activity: Adelante II cafeteria

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

Use of Facilities thru Facilitron <u>is required</u> 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) 1/12/2026 (Date)

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

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

Principal Approval: _____ (Signature) 1/13/26 (Date)

Reviewed by Business Services: Maria Nuez Date: 1/14/2026

- 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 #: 18 **(From Financial Plan)**

School Name: Adelante Dual Language Academy II Date: 1/15/2026

Description of Event: Type Rock the Court Concessions vendor Parent Donations

Purpose for Event: Fundraise for 5th grade Science Camp & 8th grade graduation celebration

If selling food what are the items: Chips/Beverages/candy/Nachos/cup noodles/Hot Dogs Brand and package size: package size will vary; Lay-Frito products, Coca-Cola company/Pepsico/Mars Inc/Maruchan Costco Brand.

Explain how food is handled/stored prior to or day of event: Dry-items will be placed in location of event (concession stand). Refridgerated items will be placed in refrideratorl or coolers with ice.

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

Proposed Date(s) of Event: Jan. 23, 24, 25 , Time of Event: 9-6 (1/24) 9-5 (1/25) 4-8 (1/23)

Contact Person: Josefina Orejel

Location of Proposed Activity: Overfelt High School Gym

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) 1/15/2026 (Date)

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

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

Principal Approval: _____ (Signature) 1/15/26 (Date)

Reviewed by Business Services: Maria Nuez Date: 1/16/2026

- 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 #: 19 **(From Financial Plan)**

School Name: Adelante dual language II Date: 1/16/26

Description of Event: Type Chocolate Apple Sale Vendor DeBrito chocolate Factery

Purpose for Event: Fundraise for 8th grade graduation Celebration.

If selling food what are the items: Chocolate Apples Brand and package size: DeBrito Chocolate Factery / size Varies.

Explain how food is handled/stored prior to or day of event: Chocolate apples will be distributed on the date marked for pick up. Will be held in staff room until pick up.

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

Proposed Date(s) of Event: 2/2/26 - 2/13/26 Time of Event: After school ours

Contact Person: Josefina Orijel

Location of Proposed Activity: Off campus

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

Use of Facilities thru Facilitron <u>is required</u> 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) 1/16/26 (Date)

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

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

Principal Approval: _____ (Signature) 1/16/26 (Date)

Reviewed by Business Services: Maria Nieto Date: 1/20/2026

- 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: 1/9/26

Description of Event: Type Valentine Grams Vendor Parents and School

Purpose for Event: To fundraise to support school events, gator store, school supplies, field trips, end of the year celebration

If selling food what are the items: n/a Brand and package size: valentine teddy bear & balloon.

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

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

Proposed Date(s) of Event: 2/9/26 - 2/13/26 Time of Event: Afterschool 2:30 - 3:00 pm

Contact Person: Stephanie Caracheo / Suyen Jimenez

Location of Proposed Activity: front of school

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

Use of Facilities thru Facilitron <u>is required</u> 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) 1/9/26 (Date)

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

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

Principal Approval: _____ (Signature) 1/9/26 (Date)

Reviewed by Business Services: Maria Nevarez Date: 2/3/2026

- 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: Hubbard Media Arts Academy Date: 1/15/2026

Description of Event: Type Valentine Grams Vendor Amazon- Dollar Tree

Purpose for Event: Building community profit to be used for field trips, school activities (ex, rally) Student incentives (logo shirts, pencils, etc)

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: N/A

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

Proposed Date(s) of Event: 2/9/2026 - 2/13/2026 Time of Event: School hours

Contact Person: Sarah Kretovics - Counselor

Location of Proposed Activity: Hubbard Elementary School

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: J. Kretovics (Signature) 1/15/26 (Date)

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

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

Principal Approval: _____ (Signature) 1/20/2026 (Date)

Reviewed by Business Services: _____ Date: 2/3/2026

- 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/MCENTEE ACADEMY Date: 12/01/2025

Description of Event: Type School T-Shirts Vendor Will Customized Products

Purpose for Event: To raise funds for Fieldtrips, admissions, Science Camp, transportation, Student Chro
and incentives for students with perfect attendance and to support the Husky Store.

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: 01/05/2026-06/01/2026 Time of Event: During School Hours

Contact Person: Emeric Bisbee

Location of Proposed Activity: Front Office

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

Use of Facilities thru Facilitron <u>is required</u> 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: _____ 1/15/26
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 1-15-26
Signature Date

Reviewed by Business Services: _____ Date: 2/3/2026

- 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 _____

13.4

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: February 2, 2026

Subject: **Vendor & Payroll Warrants**

Type: Action (Consent)

Support Information: Summary of Vendor and Payroll Warrants issued during January month of Fiscal Year 2025/2026.

Total of vendor warrants	$	8,368,156.75
Total of payroll warrants	$	4,634,387.79
Total	**$**	**13,002,544.54**

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Vendor & Payroll Warrants for the month of January 2026.

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

To the Board of Trustees:

Meeting: February 12, 2026
Regular Board Meeting

Recommend Approval

13.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by: _____

Approved: _____ Not Approved: _____ Tabled:

January 2026

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$5,146,160.17
120	Child Development Fund	$13,590.41
130	Cafeteria Fund	$265,574.54
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$805,268.68
250	Capital Facilities Fund	$0.00
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$2,119,299.72
	Subtotal	**$8,349,893.52**
088	Student Body Fund	$18,263.23
	Total Vendor Warrants	**$8,368,156.75**

	PAYROLL WARRANTS	
	10th of the month	$350,080.41
	EOM Payroll	$4,275,924.80
	AREA EOM	$0.00
	Manual Checks	$8,382.58
	Void Checks	$0.00
	Total Payroll Warrants	**$4,634,387.79**
	Grand Total All Warrants	**$13,002,544.54**

	From	To
AP Warrants used #	4032754	- 4033161
Payroll Direct Deposit Pay Stub used #	4801422	- 4802718
Payroll Checks used #	4408697	- 4408766

AP Check Register - Pivot Table Summary by Vendor
January 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
4IMPRINT INC.	1/9/2026	4032755	MATERIALS AND SUPPLIES	010	120-APTITUD	$ 2,892.70
		4032755	MATERIALS AND SUPPLIES	010	260-OCALA	$ 2,969.92
4IMPRINT INC. Total						$ 5,862.62
ACE EMPOWER ACADEMY	1/23/2026	4033043	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 158,025.00
ACE EMPOWER ACADEMY Total						$ 158,025.00
ACHIEVE KIDS	1/23/2026	4033032	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 7,903.50
ACHIEVE KIDS Total						$ 7,903.50
ACME PACIFIC REPAIRS INC.	1/9/2026	4032806	PARTS	130	480-CHILD NUTRITION SERVICES	$ 4,935.60
		4032806	REPAIR OF EQUIPMENT	130	480-CHILD NUTRITION SERVICES	$ 5,025.00
ACME PACIFIC REPAIRS INC. Total						$ 9,960.60
ACSA	1/15/2026	4032858	DUES AND MEMBERSHIPS	010	710-SUPERINTENDENT	$ 1,000.00
ACSA Total						$ 1,000.00
ALAYNA AMEZCUA	1/20/2026	4032938	MATERIALS AND SUPPLIES	010	030-LYNDALE	$ 182.94
ALAYNA AMEZCUA Total						$ 182.94
ALLIED REFRIGERATION INC.	1/23/2026	4033019	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ (1,128.42)
		4033019	SUPPLY-INVENTORY(NON-CAP	050	450-FACILITIES/PLANNING	$ 1,610.10
	1/30/2026	4033122	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 275.61
ALLIED REFRIGERATION INC. Total						$ 757.29
ALLISON ROSE ANDERSON	1/23/2026	4033033	MILEAGE	080	380-SPECIAL EDUCATION	$ 140.49
ALLISON ROSE ANDERSON Total						$ 140.49
ALPHA PUBLIC SCHOOLS INC.	1/23/2026	4033044	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 409,701.00
		4033045	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 359,208.00
ALPHA PUBLIC SCHOOLS INC. Total						$ 768,909.00
ALUM ROCK #305	1/15/2026	4032864	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 390.00
ALUM ROCK #305 Total						$ 390.00
ALUM ROCK ADMINISTRATORS ASSOC	1/15/2026	4032865	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 470.00
ALUM ROCK ADMINISTRATORS ASSOC Total						$ 470.00
AMAZON.COM LLC	1/9/2026	4032756	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 218.74
		4032779	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$ 48.86
		4032779	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 396.60
		4032779	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 488.82
		4032807	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 285.58
		4032824	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ -
		4032824	MATERIALS AND SUPPLIES	010	710-SUPERINTENDENT	$ 503.90
	1/16/2026	4032877	MATERIALS AND SUPPLIES	060	480-CHILD NUTRITION SERVICES	$ 415.20
		4032901	MATERIALS AND SUPPLIES	010	710-SUPERINTENDENT	$ 204.01
	1/20/2026	4032939	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 185.93
		4032939	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 152.47
		4032959	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 426.50
	1/23/2026	4032989	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 131.52
		4032989	MATERIALS AND SUPPLIES	010	712-Communications	$ 1,507.09
		4032989	MATERIALS AND SUPPLIES	210	451-BONDS DEPARTMENT	$ 19.88
		4033020	MATERIALS AND SUPPLIES	060	061-SEL - Social Emotional Learning	$ 45.34

AP Check Register - Pivot Table Summary by Vendor
January 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
AMAZON.COM LLC	1/23/2026	4033020	MATERIALS AND SUPPLIES	210	451-BONDS DEPARTMENT	$ 303.30
	1/30/2026	4033098	MATERIALS AND SUPPLIES	010	065-LCAP- EARLY LEARNING CTR	$ 7.99
		4033098	MATERIALS AND SUPPLIES	010	380-SPECIAL EDUCATION	$ 262.87
		4033098	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 32.71
		4033098	MATERIALS AND SUPPLIES	010	710-SUPERINTENDENT	$ 114.82
		4033098	MATERIALS AND SUPPLIES	060	061-SEL - Social Emotional Learning	$ (39.74)
		4033098	MATERIALS AND SUPPLIES	060	480-CHILD NUTRITION SERVICES	$ 2,194.84
		4033098	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ (347.27)
		4033098	MATERIALS AND SUPPLIES	210	451-BONDS DEPARTMENT	$ 94.55
		4033129	MATERIALS AND SUPPLIES	010	360-STATE & FEDERAL	$ 46.12
AMAZON.COM LLC Total						**$ 7,700.63**
AMERGIS HEALTHCARE STAFFING	1/9/2026	4032780	CONTRACTED SERVICES	010	380-SPECIAL EDUCATION	$ 12,858.95
		4032780	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 2,000.05
	1/20/2026	4032960	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 4,160.00
	1/23/2026	4032990	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 9,419.15
		4033021	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 5,070.00
	1/30/2026	4033074	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 1,007.50
		4033130	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 5,200.00
AMERGIS HEALTHCARE STAFFING Total						**$ 39,715.65**
AMERICAN FIDELITY ASSURANCE	1/15/2026	4032866	MEDICAL INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 10,915.00
		4032866	VOLUNTARY DEDUCTIONS	010	000-DISTRICTWIDE - UNALLOCATE	$ 1,000.00
AMERICAN FIDELITY ASSURANCE Total						**$ 11,915.00**
AMERICAN FIDELITY ASSURANCE CO	1/15/2026	4032867	OTHER INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 27,184.62
AMERICAN FIDELITY ASSURANCE CO Total						**$ 27,184.62**
AMPLIFY EDUCATION, INC.	1/23/2026	4032991	CONTRACTED SERVICES	060	305-CURR & INSTR	$ 26,700.00
AMPLIFY EDUCATION, INC. Total						**$ 26,700.00**
AMS.NET	1/20/2026	4032940	LICENSING AGREEMENTS	010	460-TECHNOLOGY SERVICES	$ 11,250.00
AMS.NET Total						**$ 11,250.00**
ANTHONY COLONNA	1/30/2026	4033131	MILEAGE	080	380-SPECIAL EDUCATION	$ 375.98
ANTHONY COLONNA Total						**$ 375.98**
ARTURO VAZQUEZ	1/30/2026	4033161	MISCELLANEOUS DEDUCTIONS	010	000-DISTRICTWIDE - UNALLOCATE	$ 2,669.91
ARTURO VAZQUEZ Total						**$ 2,669.91**
ASSOCIATION OF CALIFORNIA	1/9/2026	4032757	CONTRACTED SERVICES	010	300-EDUCATIONAL SVCS	$ 11,250.00
	1/15/2026	4032868	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 2,547.82
ASSOCIATION OF CALIFORNIA Total						**$ 13,797.82**
AT&T	1/9/2026	4032778	TELEPHONE	010	450-FACILITIES/PLANNING	$ 101.94
	1/22/2026	4032987	TELEPHONE	010	450-FACILITIES/PLANNING	$ 4,858.49
AT&T Total						**$ 4,960.43**
AVANTIS EDUCATION INC.	1/30/2026	4033132	LICENSING AGREEMENTS	010	170-SHEPPARD	$ 699.00
AVANTIS EDUCATION INC. Total						**$ 699.00**
AXIOM COMMUNICATIONS SYSTEMS	1/9/2026	4032808	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 1,199.24
	1/30/2026	4033075	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 2,011.53
AXIOM COMMUNICATIONS SYSTEMS Total						**$ 3,210.77**

AP Check Register - Pivot Table Summary by Vendor
January 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
A-Z BUS SALES INC	1/16/2026	4032876	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 595.49
A-Z BUS SALES INC Total						$ 595.49
BAD WOLF PRESS	1/30/2026	4033099	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 6,890.81
BAD WOLF PRESS Total						$ 6,890.81
BARNES AND NOBLE	1/30/2026	4033100	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 1,215.86
BARNES AND NOBLE Total						$ 1,215.86
BAY AREA FLOOR MACHINE	1/9/2026	4032809	REPAIR OF EQUIPMENT	010	450-FACILITIES/PLANNING	$ 912.35
	1/20/2026	4032941	REPAIR OF EQUIPMENT	010	450-FACILITIES/PLANNING	$ 24.21
	1/23/2026	4032992	REPAIR OF EQUIPMENT	010	450-FACILITIES/PLANNING	$ 743.62
		4033022	REPAIR OF EQUIPMENT	010	450-FACILITIES/PLANNING	$ 73.40
BAY AREA FLOOR MACHINE Total						$ 1,753.58
BAY AREA OCCUPATIONAL MEDICAL	1/9/2026	4032758	PHYSICAL EXAMS - PRE EMPL	010	600-HUMAN RESOURCES	$ 250.00
BAY AREA OCCUPATIONAL MEDICAL Total						$ 250.00
BENCHMARK EDUCATION COMPANY	1/23/2026	4032993	APPROVED TEXTBOOKS CORE M	060	300-EDUCATIONAL SVCS	$ 22,487.50
BENCHMARK EDUCATION COMPANY Total						$ 22,487.50
BIANCA ORTIZ	1/23/2026	4033034	MILEAGE	080	380-SPECIAL EDUCATION	$ 58.24
BIANCA ORTIZ Total						$ 58.24
BIOMETRICS4ALL INC.	1/16/2026	4032878	FINGER PRINTING	010	600-HUMAN RESOURCES	$ 57.25
BIOMETRICS4ALL INC. Total						$ 57.25
BLAKE HARLAN BUCHANAN	1/23/2026	4033060	TRAVEL AND CONFERENCES	080	380-SPECIAL EDUCATION	$ 210.00
BLAKE HARLAN BUCHANAN Total						$ 210.00
BLICK ART MATERIALS LLC	1/16/2026	4032879	SUPPLY-INVENTORY(NON-CAP	010	170-SHEPPARD	$ 3,241.93
	1/23/2026	4033051	MATERIALS AND SUPPLIES	060	285-ADELANTE II	$ 418.69
BLICK ART MATERIALS LLC Total						$ 3,660.62
BOYS & GIRLS CLUB	1/9/2026	4032759	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 28,895.50
		4032759	SUBAGREEMENTS FOR SERVICE	060	360-STATE & FEDERAL	$ 19,465.74
	1/20/2026	4032921	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 26,192.48
		4032921	SUBAGREEMENTS FOR SERVICE	060	360-STATE & FEDERAL	$ 17,644.82
BOYS & GIRLS CLUB Total						$ 92,198.54
BRENDAN CARLIN	1/20/2026	4032942	MATERIALS AND SUPPLIES	010	260-OCALA	$ 4,537.00
	1/30/2026	4033101	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 2,668.29
BRENDAN CARLIN Total						$ 7,205.29
CALIFORNIA DEPARTMENT OF	1/26/2026	4033068	ADMINISTRATION COST	010	470-TRANSPORTATION SERVICES	$ 909.00
	1/29/2026	4033069	ACCTS PAYABLE-USE TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 762.85
		4033069	ACCTS PAYABLE-USE TAX	060	000-DISTRICTWIDE - UNALLOCATE	$ 377.90
		4033069	ACCTS PAYABLE-USE TAX	080	000-DISTRICTWIDE - UNALLOCATE	$ 12.00
		4033069	ACCTS PAYABLE-USE TAX	088	000-DISTRICTWIDE - UNALLOCATE	$ 263.25
		4033069	ADMINISTRATION COST	010	470-TRANSPORTATION SERVICES	$ 15.00
CALIFORNIA DEPARTMENT OF Total						$ 2,340.00
CALIFORNIA SCHOOL BOARDS	1/20/2026	4032943	CONTRACTED SERVICES	010	700-BOARD OF TRUSTEES	$ 3,784.00
CALIFORNIA SCHOOL BOARDS Total						$ 3,784.00
CALIFORNIA UNITED MECHANICAL,	1/12/2026	4032843	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 2,017.00
	1/23/2026	4032994	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 9,432.00

AP Check Register - Pivot Table Summary by Vendor
January 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
CALIFORNIA UNITED MECHANICAL, Total						**$ 11,449.00**
CANON FINANCIAL SERVICES INC.	1/20/2026	4032957	PREVENTIVE EQUIP MAINTENA	010	430-FISCAL SERVICES	$ 53.60
		4032957	RENTAL & LEASES-OTHR CONT	010	030-LYNDALE	$ 107.19
		4032957	RENTAL & LEASES-OTHR CONT	010	040-MCCOLLAM	$ 107.19
		4032957	RENTAL & LEASES-OTHR CONT	010	061-SEL - Social Emotional Learning	$ 145.47
		4032957	RENTAL & LEASES-OTHR CONT	010	065-LCAP- EARLY LEARNING CTR	$ 107.18
		4032957	RENTAL & LEASES-OTHR CONT	010	080-HUBBARD	$ 107.19
		4032957	RENTAL & LEASES-OTHR CONT	010	100-RYAN	$ 140.00
		4032957	RENTAL & LEASES-OTHR CONT	010	120-APTITUD	$ 107.19
		4032957	RENTAL & LEASES-OTHR CONT	010	240-SAN ANTONIO	$ 44.63
		4032957	RENTAL & LEASES-OTHR CONT	010	270-LUCHA	$ 29.75
		4032957	RENTAL & LEASES-OTHR CONT	010	280-ADELANTE	$ 154.22
		4032957	RENTAL & LEASES-OTHR CONT	010	285-ADELANTE II	$ 71.09
		4032957	RENTAL & LEASES-OTHR CONT	010	320-RUSSO	$ 140.00
		4032957	RENTAL & LEASES-OTHR CONT	010	340-STUDENT SERVICES	$ 197.97
		4032957	RENTAL & LEASES-OTHR CONT	010	432-PAYROLL	$ 127.97
		4032957	RENTAL & LEASES-OTHR CONT	010	433-WAREHOUSE	$ 78.75
		4032957	RENTAL & LEASES-OTHR CONT	010	600-HUMAN RESOURCES	$ 344.53
		4032957	RENTAL & LEASES-OTHR CONT	060	020-LINDA VISTA	$ 191.41
		4032957	RENTAL & LEASES-OTHR CONT	060	030-LYNDALE	$ 140.00
		4032957	RENTAL & LEASES-OTHR CONT	060	080-HUBBARD	$ 140.00
		4032957	RENTAL & LEASES-OTHR CONT	060	120-APTITUD	$ 140.00
		4032957	RENTAL & LEASES-OTHR CONT	060	160-PAINTER	$ 249.37
		4032957	RENTAL & LEASES-OTHR CONT	060	240-SAN ANTONIO	$ 84.00
		4032957	RENTAL & LEASES-OTHR CONT	060	270-LUCHA	$ 56.00
		4032957	RENTAL & LEASES-OTHR CONT	060	280-ADELANTE	$ 226.41
		4032957	RENTAL & LEASES-OTHR CONT	060	320-RUSSO	$ 140.00
		4032957	RENTAL & LEASES-OTHR CONT	060	360-STATE & FEDERAL	$ 127.97
		4032957	RENTAL & LEASES-OTHR CONT	050	450-FACILITIES/PLANNING	$ 127.97
		4032957	RENTAL & LEASES-OTHR CONT	080	380-SPECIAL EDUCATION	$ 330.34
		4032957	RENTAL & LEASES-OTHR CONT	130	480-CHILD NUTRITION SERVICES	$ 325.94
		4032957	RENTAL & LEASES-OTHR CONT	210	450-FACILITIES/PLANNING	$ 127.97
		4032958	RENTAL & LEASES-OTHR CONT	010	020-LINDA VISTA	$ 447.35
		4032958	RENTAL & LEASES-OTHR CONT	010	080-HUBBARD	$ 169.53
		4032958	RENTAL & LEASES-OTHR CONT	010	100-RYAN	$ 197.97
		4032958	RENTAL & LEASES-OTHR CONT	010	160-PAINTER	$ 142.19
		4032958	RENTAL & LEASES-OTHR CONT	010	170-SHEPPARD	$ 253.75
		4032958	RENTAL & LEASES-OTHR CONT	010	260-OCALA	$ 322.65
		4032958	RENTAL & LEASES-OTHR CONT	010	295-RENAISSANCE II	$ 322.65
		4032958	RENTAL & LEASES-OTHR CONT	010	320-RUSSO	$ 163.69
		4032958	RENTAL & LEASES-OTHR CONT	010	400-SUPPORT SERVICES	$ 78.75
		4032958	RENTAL & LEASES-OTHR CONT	010	430-FISCAL SERVICES	$ 337.97
		4032958	RENTAL & LEASES-OTHR CONT	010	431-PURCHASING	$ 197.97

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CANON FINANCIAL SERVICES INC.	1/20/2026	4032958	RENTAL & LEASES-OTHR CONT	010	434-PRINT SHOP	$ 3,214.53
		4032958	RENTAL & LEASES-OTHR CONT	010	460-TECHNOLOGY SERVICES	$ 195.78
		4032958	RENTAL & LEASES-OTHR CONT	010	470-TRANSPORTATION SERVICES	$ 340.16
		4032958	RENTAL & LEASES-OTHR CONT	010	710-SUPERINTENDENT	$ 197.98
		4032958	RENTAL & LEASES-OTHR CONT	060	040-MCCOLLAM	$ 249.38
		4032958	RENTAL & LEASES-OTHR CONT	060	100-RYAN	$ 249.38
		4032958	RENTAL & LEASES-OTHR CONT	060	170-SHEPPARD	$ 249.38
		4032958	RENTAL & LEASES-OTHR CONT	060	260-OCALA	$ 224.21
		4032958	RENTAL & LEASES-OTHR CONT	060	285-ADELANTE II	$ 249.37
		4032958	RENTAL & LEASES-OTHR CONT	060	295-RENAISSANCE II	$ 249.38
		4032958	RENTAL & LEASES-OTHR CONT	080	380-SPECIAL EDUCATION	$ 197.98
CANON FINANCIAL SERVICES INC. Total						**$ 12,723.30**
CARAHSOFT TECHNOLOGY CORP	1/20/2026	4032922	TELEPHONE	010	450-FACILITIES/PLANNING	$ 704.07
CARAHSOFT TECHNOLOGY CORP Total						**$ 704.07**
CARLOS, LISABET	1/30/2026	4033133	MILEAGE	080	380-SPECIAL EDUCATION	$ 59.65
CARLOS, LISABET Total						**$ 59.65**
CATERPILLAR FINANCIAL	1/16/2026	4032902	PARTS	010	470-TRANSPORTATION SERVICES	$ 8.81
CATERPILLAR FINANCIAL Total						**$ 8.81**
CDW LLC	1/16/2026	4032880	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 1,378.08
	1/23/2026	4032995	SUPPORT	010	460-TECHNOLOGY SERVICES	$ 19,160.00
CDW LLC Total						**$ 20,538.08**
CELLCO PARTNERSHIP	1/9/2026	4032825	CELLULAR	010	450-FACILITIES/PLANNING	$ 1,618.13
CELLCO PARTNERSHIP Total						**$ 1,618.13**
CENTRAL PRODUCTS LLC	1/9/2026	4032760	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 313.52
	1/16/2026	4032881	FOOD SERVICES EQUIPMENT	130	480-CHILD NUTRITION SERVICES	$ 6,670.78
CENTRAL PRODUCTS LLC Total						**$ 6,984.30**
CHAN, KIN TIT	1/20/2026	4032961	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$ 450.56
CHAN, KIN TIT Total						**$ 450.56**
CHRISTINE N ORTIZ	1/20/2026	4032962	ACCOUNTS PAYABLE	120	000-DISTRICTWIDE - UNALLOCATE	$ 57.20
CHRISTINE N ORTIZ Total						**$ 57.20**
CONSORTIUM ON REACHING	1/20/2026	4032923	CONTRACTED SERVICES	060	120-APTITUD	$ 4,800.00
CONSORTIUM ON REACHING Total						**$ 4,800.00**
COUNTY OF SANTA CLARA	1/23/2026	4032996	PERMIT FEES	010	470-TRANSPORTATION SERVICES	$ 4,705.00
COUNTY OF SANTA CLARA Total						**$ 4,705.00**
CREAM CO. LLC	1/20/2026	4032924	FOOD	130	480-CHILD NUTRITION SERVICES	$ 7,881.24
	1/23/2026	4033053	FOOD	130	480-CHILD NUTRITION SERVICES	$ 5,509.40
CREAM CO. LLC Total						**$ 13,390.64**
CREATIVE LEARNING CENTER	1/30/2026	4033134	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 14,224.00
CREATIVE LEARNING CENTER Total						**$ 14,224.00**
CROWN CASTLE INTERNATIONAL	1/9/2026	4032810	TELEPHONE	010	450-FACILITIES/PLANNING	$ 3,911.81
CROWN CASTLE INTERNATIONAL Total						**$ 3,911.81**
CSEA VICTORY CLUB	1/15/2026	4032869	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 110.00
		4032869	VOLUNTARY DEDUCTIONS	010	000-DISTRICTWIDE - UNALLOCATE	$ 54.00

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CSEA VICTORY CLUB Total						$ 164.00
CURRICULUM ASSOCIATES LLC	1/9/2026	4032781	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 701.97
CURRICULUM ASSOCIATES LLC Total						$ 701.97
DANNIS WOLIVER KELLY	1/20/2026	4032925	LEGAL EXPENSES	010	700-BOARD OF TRUSTEES	$ 850.00
	1/23/2026	4033023	LEGAL EXPENSES	010	700-BOARD OF TRUSTEES	$ 2,207.50
		4033023	LEGAL EXPENSES	210	450-FACILITIES/PLANNING	$ 22,766.50
	1/30/2026	4033102	TRAVEL AND CONFERENCES	210	451-BONDS DEPARTMENT	$ 50.00
DANNIS WOLIVER KELLY Total						$ 25,874.00
DASH, SAMHITA	1/20/2026	4032963	MILEAGE	010	360-STATE & FEDERAL	$ 21.00
DASH, SAMHITA Total						$ 21.00
DATA GENOMIX LLC	1/23/2026	4032997	CONTRACTED SERVICES	010	712-Communications	$ 9,125.00
DATA GENOMIX LLC Total						$ 9,125.00
DAVIS, LOGAN	1/23/2026	4033035	CATERING	088	160-PAINTER	$ 30.58
DAVIS, LOGAN Total						$ 30.58
DAWAINE WILLIAMS	1/20/2026	4032964	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$ 73.22
DAWAINE WILLIAMS Total						$ 73.22
DAYLIGHT FOODS INC	1/22/2026	4032988	FOOD	130	480-CHILD NUTRITION SERVICES	$ 44,115.87
DAYLIGHT FOODS INC Total						$ 44,115.87
DEANZA COLLEGE	1/29/2026	4033073	OUTDR ED-FLD TRIP-ADMISSI	010	020-LINDA VISTA	$ 420.00
DEANZA COLLEGE Total						$ 420.00
DELTA DENTAL	1/9/2026	4032832	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 1,031.40
DELTA DENTAL Total						$ 1,031.40
DEMCO INC.	1/30/2026	4033135	TEACHER SUPPLIES	010	170-SHEPPARD	$ 84.16
DEMCO INC. Total						$ 84.16
DEVINE INTERVENTION SERVICES	1/9/2026	4032761	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 17,010.00
DEVINE INTERVENTION SERVICES Total						$ 17,010.00
EAST BAY RESTAURANT SUPPLY INC	1/9/2026	4032762	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 2,557.41
EAST BAY RESTAURANT SUPPLY INC Total						$ 2,557.41
EDGES ELECTRICAL GROUP LLC	1/23/2026	4033024	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,255.84
EDGES ELECTRICAL GROUP LLC Total						$ 1,255.84
EDU-CARE SERVICES INC.	1/16/2026	4032882	MATERIALS AND SUPPLIES	670	600-HUMAN RESOURCES	$ 63,618.81
EDU-CARE SERVICES INC. Total						$ 63,618.81
EINSTEIN NOAH RESTAURANT	1/9/2026	4032782	CATERING	010	020-LINDA VISTA	$ 71.02
		4032782	CATERING	010	170-SHEPPARD	$ 143.05
		4032782	CATERING	010	470-TRANSPORTATION SERVICES	$ 297.02
	1/16/2026	4032883	CATERING	010	160-PAINTER	$ 204.83
		4032883	CATERING	010	305-CURR & INSTR	$ 97.27
		4032903	CATERING	010	120-APTITUD	$ 197.45
	1/20/2026	4032926	CATERING	010	305-CURR & INSTR	$ 198.13
	1/23/2026	4032998	CATERING	010	305-CURR & INSTR	$ 83.88
	1/30/2026	4033103	CATERING	010	305-CURR & INSTR	$ 91.74
		4033136	CATERING	010	040-MCCOLLAM	$ 110.47
EINSTEIN NOAH RESTAURANT Total						$ 1,494.86

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EMILY BETH MCCHRISTIAN	1/30/2026	4033137	MATERIALS AND SUPPLIES	010	310-MUSIC	$ 248.13
EMILY BETH MCCHRISTIAN Total						**$ 248.13**
ENTERPRISE FM TRUST	1/16/2026	4032904	ADMINISTRATION COST	050	450-FACILITIES/PLANNING	$ 229.81
ENTERPRISE FM TRUST Total						**$ 229.81**
ERICKSON, DONNA DENISE	1/20/2026	4032965	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$ 228.86
ERICKSON, DONNA DENISE Total						**$ 228.86**
FACILITRON INC	1/16/2026	4032884	RENTAL & LEASES-OTHR CONT	010	310-MUSIC	$ 15,877.59
FACILITRON INC Total						**$ 15,877.59**
FEDEX	1/9/2026	4032783	POSTAGE	010	600-HUMAN RESOURCES	$ 81.71
	1/23/2026	4032999	POSTAGE	010	430-FISCAL SERVICES	$ 87.57
		4032999	POSTAGE	010	600-HUMAN RESOURCES	$ 168.28
FEDEX Total						**$ 337.56**
FERGUSON US HOLDINGS, INC.	1/23/2026	4033025	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,850.10
FERGUSON US HOLDINGS, INC. Total						**$ 1,850.10**
FINNEY ARCHITECTS INC.	1/9/2026	4032784	ARCHITECT FEES	210	260-OCALA	$ 37,373.36
FINNEY ARCHITECTS INC. Total						**$ 37,373.36**
FIRST STUDENT INC.	1/12/2026	4032844	BUS TRANSPORTATION NON AR	060	320-RUSSO	$ 1,403.53
FIRST STUDENT INC. Total						**$ 1,403.53**
FISHER, VAUGHN	1/16/2026	4032905	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$ 1,360.25
FISHER, VAUGHN Total						**$ 1,360.25**
FRANKLIN COVEY	1/30/2026	4033104	MATERIALS AND SUPPLIES	060	020-LINDA VISTA	$ 142.19
FRANKLIN COVEY Total						**$ 142.19**
FRESNO BIPOC PRODUCE INC.	1/16/2026	4032885	FOOD	130	480-CHILD NUTRITION SERVICES	$ 1,626.00
	1/23/2026	4033054	FOOD	130	480-CHILD NUTRITION SERVICES	$ 1,896.00
FRESNO BIPOC PRODUCE INC. Total						**$ 3,522.00**
FRIENDS OF THE PALO ALTO	1/16/2026	4032886	OUTDR ED-FLD TRIP-ADMISSI	088	040-MCCOLLAM	$ 672.00
	1/22/2026	4032983	OUTDR ED-FLD TRIP-ADMISSI	088	040-MCCOLLAM	$ 658.00
FRIENDS OF THE PALO ALTO Total						**$ 1,330.00**
GARDA CL WEST	1/16/2026	4032887	CONTRACTED SERVICES	010	430-FISCAL SERVICES	$ 207.77
		4032887	CONTRACTED SERVICES	130	480-CHILD NUTRITION SERVICES	$ 207.77
GARDA CL WEST Total						**$ 415.54**
GEINAH LIM NIERRA	1/30/2026	4033138	MILEAGE	080	380-SPECIAL EDUCATION	$ 46.20
GEINAH LIM NIERRA Total						**$ 46.20**
GLEN PRICE GROUP	1/16/2026	4032906	CONTRACTED SERVICES	060	061-SEL - Social Emotional Learning	$ 20,833.33
GLEN PRICE GROUP Total						**$ 20,833.33**
GLORIA ELENA SERMENO	1/20/2026	4032944	MATERIALS AND SUPPLIES	010	080-HUBBARD	$ 4,531.41
GLORIA ELENA SERMENO Total						**$ 4,531.41**
GOLD STAR FOODS	1/29/2026	4033072	FOOD	130	480-CHILD NUTRITION SERVICES	$ 132,631.31
GOLD STAR FOODS Total						**$ 132,631.31**
GREENESPORT ASSOCIATION	1/30/2026	4033076	CONTRACTED SERVICES	060	260-OCALA	$ 1,960.00
GREENESPORT ASSOCIATION Total						**$ 1,960.00**
GUERRA CONSTRUCTION GROUP	1/23/2026	4033000	SITES AND IMPROVEMENT OF	210	270-LUCHA	$ 3,404.53
GUERRA CONSTRUCTION GROUP Total						**$ 3,404.53**

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GUERTNER, BRANDON	1/20/2026	4032945	MILEAGE	010	310-MUSIC	$ 38.50
GUERTNER, BRANDON Total						**$ 38.50**
GUITAR CENTER STORES INC.	1/30/2026	4033139	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 3,905.63
GUITAR CENTER STORES INC. Total						**$ 3,905.63**
GUTIERREZ, JAIME M	1/20/2026	4032966	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$ 186.59
GUTIERREZ, JAIME M Total						**$ 186.59**
HARRY L. MURPHY INC.	1/20/2026	4032927	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 781.86
HARRY L. MURPHY INC. Total						**$ 781.86**
HECTOR RAMIREZ	1/9/2026	4032763	CONTRACTED SERVICES	010	712-Communications	$ 2,850.00
		4032785	PRINTING	010	712-Communications	$ 505.31
	1/12/2026	4032845	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 656.28
HECTOR RAMIREZ Total						**$ 4,011.59**
HILLER AVIATION INSTITUTE	1/15/2026	4032859	OUTDR ED-FLD TRIP-ADMISSI	088	040-MCCOLLAM	$ 84.00
HILLER AVIATION INSTITUTE Total						**$ 84.00**
HOKALI INC.	1/30/2026	4033140	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 32,450.00
HOKALI INC. Total						**$ 32,450.00**
HOME DEPOT U.S.A. INC.	1/9/2026	4032786	MATERIALS AND SUPPLIES	010	285-ADELANTE II	$ 135.13
	1/12/2026	4032846	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 113.00
	1/30/2026	4033123	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 3,453.25
		4033141	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 22.90
HOME DEPOT U.S.A. INC. Total						**$ 3,724.28**
HORIZON DISTRIBUTORS INC	1/9/2026	4032811	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 182.47
	1/20/2026	4032946	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 49.77
	1/23/2026	4033026	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,572.44
HORIZON DISTRIBUTORS INC Total						**$ 1,804.68**
IMPERIAL BAG & PAPER CO LLC	1/15/2026	4032862	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 12,673.30
IMPERIAL BAG & PAPER CO LLC Total						**$ 12,673.30**
INPLAY LEARNING NETWORK	1/9/2026	4032787	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 30,000.00
INPLAY LEARNING NETWORK Total						**$ 30,000.00**
INSTITUTE FOR	1/30/2026	4033077	TRAVEL AND CONFERENCES	060	061-SEL - Social Emotional Learning	$ 12,150.00
INSTITUTE FOR Total						**$ 12,150.00**
J.B. TROPHIES	1/23/2026	4033036	MATERIALS AND SUPPLIES	010	712-Communications	$ 901.79
J.B. TROPHIES Total						**$ 901.79**
JACQUELINE MONTEJANO	1/23/2026	4033055	MATERIALS AND SUPPLIES	010	030-LYNDALE	$ 650.41
		4033055	CATERING	010	030-LYNDALE	$ 184.91
JACQUELINE MONTEJANO Total						**$ 835.32**
JAFET TORRES PLUMBING AND	1/23/2026	4033027	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 620.00
	1/30/2026	4033078	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 6,003.21
JAFET TORRES PLUMBING AND Total						**$ 6,623.21**
JENNY HOANG TRAN	1/20/2026	4032967	MATERIALS AND SUPPLIES	088	160-PAINTER	$ 272.83
JENNY HOANG TRAN Total						**$ 272.83**
JENNY TRAN	1/30/2026	4033079	MATERIALS AND SUPPLIES	088	160-PAINTER	$ 33.92
JENNY TRAN Total						**$ 33.92**

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JESUS L ARAUJO JR	1/9/2026	4032764	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 21.86
		4032764	CATERING	060	360-STATE & FEDERAL	$ 46.36
JESUS L ARAUJO JR Total						$ 68.22
JODY TRANG NGO	1/22/2026	4032984	RENTAL & LEASES-OTHR CONT	010	160-PAINTER	$ 800.00
JODY TRANG NGO Total						$ 800.00
JOSE CORTEZ	1/23/2026	4033056	MATERIALS AND SUPPLIES	010	285-ADELANTE II	$ 118.75
		4033056	CATERING	010	285-ADELANTE II	$ 291.84
JOSE CORTEZ Total						$ 410.59
JULIO CESAR MORENO	1/9/2026	4032812	MILEAGE	080	380-SPECIAL EDUCATION	$ 1,011.36
JULIO CESAR MORENO Total						$ 1,011.36
KAISER PERMANENTE	1/23/2026	4033061	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 342.43
		4033062	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 529,169.80
KAISER PERMANENTE Total						$ 529,512.23
KATHLEEN WYATT	1/23/2026	4033057	CATERING	010	360-STATE & FEDERAL	$ 80.55
KATHLEEN WYATT Total						$ 80.55
KEENAN & ASSOCIATES	1/9/2026	4032833	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 98,767.00
		4032834	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 10,324.00
	1/23/2026	4033001	P & L INSURANCE	010	600-HUMAN RESOURCES	$ 3,969.26
KEENAN & ASSOCIATES Total						$ 113,060.26
KELLY SPICERS INC	1/30/2026	4033105	MATERIALS AND SUPPLIES	010	434-PRINT SHOP	$ 476.57
KELLY SPICERS INC Total						$ 476.57
KIM XUYEN HOANG-QUAKER	1/9/2026	4032788	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 679.78
KIM XUYEN HOANG-QUAKER Total						$ 679.78
KIPP HEARTWOOD ACADEMY	1/23/2026	4033046	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 365,844.00
KIPP HEARTWOOD ACADEMY Total						$ 365,844.00
KIPP PRIZE PREPARATORY ACADEMY	1/23/2026	4033047	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 351,447.00
KIPP PRIZE PREPARATORY ACADEMY Total						$ 351,447.00
KOMIR MINDS LLC	1/30/2026	4033080	CONTRACTED SERVICES	060	305-CURR & INSTR	$ 12,000.00
KOMIR MINDS LLC Total						$ 12,000.00
KRISTI YAMAGUCHI ALWAYS DREAM	1/20/2026	4032928	CONTRACTED SERVICES	060	120-APTITUD	$ 17,100.00
	1/23/2026	4033037	CONTRACTED SERVICES	060	040-MCCOLLAM	$ 5,700.00
		4033037	CONTRACTED SERVICES	120	065-LCAP- EARLY LEARNING CTR	$ 5,700.00
	1/30/2026	4033106	CONTRACTED SERVICES	120	066-CSPP THINK TOGETHER MULTI SITE	$ 2,850.00
		4033142	CONTRACTED SERVICES	120	065-LCAP- EARLY LEARNING CTR	$ 1,425.00
		4033142	CONTRACTED SERVICES	120	066-CSPP THINK TOGETHER MULTI SITE	$ 1,425.00
KRISTI YAMAGUCHI ALWAYS DREAM Total						$ 34,200.00
KRISTINA RENEE CHAVEZ	1/20/2026	4032968	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$ 87.80
KRISTINA RENEE CHAVEZ Total						$ 87.80
LAKESHORE EQUIPMENT COMPANY	1/9/2026	4032765	TEACHER SUPPLIES	010	020-LINDA VISTA	$ 83.10
		4032826	MATERIALS AND SUPPLIES	010	061-SEL - Social Emotional Learning	$ 155.80
		4032835	MATERIALS AND SUPPLIES	010	080-HUBBARD	$ 249.44
	1/20/2026	4032947	TEACHER SUPPLIES	010	020-LINDA VISTA	$ 87.49
	1/30/2026	4033081	TEACHER SUPPLIES	010	240-SAN ANTONIO	$ 398.77

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LAKESHORE EQUIPMENT COMPANY	1/30/2026	4033107	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$	602.53
		4033107	TEACHER SUPPLIES	010	295-RENAISSANCE II	$	206.22
		4033143	MATERIALS AND SUPPLIES	060	170-SHEPPARD	$	727.23
LAKESHORE EQUIPMENT COMPANY Total						$	2,510.58
LAM, DUSTIN	1/9/2026	4032813	MILEAGE	080	380-SPECIAL EDUCATION	$	12.60
	1/30/2026	4033082	TEACHER SUPPLIES	010	380-SPECIAL EDUCATION	$	96.80
LAM, DUSTIN Total						$	109.40
LANGUAGE PEOPLE INC	1/9/2026	4032789	CONTRACTED SERVICES	010	305-CURR & INSTR	$	720.00
LANGUAGE PEOPLE INC Total						$	720.00
LDP INC	1/9/2026	4032814	CONTRACTED SERVICES	060	380-SPECIAL EDUCATION	$	38,771.62
LDP INC Total						$	38,771.62
LETICIA ARRIAGA DE MALDONADO	1/20/2026	4032969	MATERIALS AND SUPPLIES	088	150-DORSA	$	137.67
LETICIA ARRIAGA DE MALDONADO Total						$	137.67
LET'S TRAVEL	1/16/2026	4032907	TRAVEL AND CONFERENCES	010	305-CURR & INSTR	$	1,256.88
		4032907	TRAVEL AND CONFERENCES	010	310-MUSIC	$	1,661.12
		4032907	TRAVEL AND CONFERENCES	010	600-HUMAN RESOURCES	$	490.22
		4032907	TRAVEL AND CONFERENCES	060	260-OCALA	$	2,000.82
		4032907	TRAVEL AND CONFERENCES	060	305-CURR & INSTR	$	1,662.60
		4032907	TRAVEL AND CONFERENCES	060	360-STATE & FEDERAL	$	952.21
LET'S TRAVEL Total						$	8,023.85
LINDSEY DIAZ	1/20/2026	4032970	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$	15.28
LINDSEY DIAZ Total						$	15.28
LISTEN INNOVATION INC	1/12/2026	4032847	LICENSING AGREEMENTS	060	305-CURR & INSTR	$	7,920.00
LISTEN INNOVATION INC Total						$	7,920.00
LITTLE HEROES	1/22/2026	4032985	CONTRACTED SERVICES	010	360-STATE & FEDERAL	$	48,092.82
		4032985	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$	14,757.18
LITTLE HEROES Total						$	62,850.00
LOPEZ, JUAN	1/9/2026	4032815	MILEAGE	080	380-SPECIAL EDUCATION	$	56.00
	1/30/2026	4033144	TRAVEL AND CONFERENCES	080	380-SPECIAL EDUCATION	$	300.00
LOPEZ, JUAN Total						$	356.00
LRP PUBLICATIONS INC.	1/16/2026	4032888	SUBSCRIPTIONS	010	360-STATE & FEDERAL	$	440.00
LRP PUBLICATIONS INC. Total						$	440.00
LUIS ENRIQUE GARCIA	1/20/2026	4032971	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$	150.00
LUIS ENRIQUE GARCIA Total						$	150.00
LUX BUS AMERICA CO.	1/30/2026	4033108	BUS TRANSPORTATION NON AR	088	100-RYAN	$	1,814.00
LUX BUS AMERICA CO. Total						$	1,814.00
MADISON NATIONAL LIFE INS CO,	1/15/2026	4032860	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$	1,635.24
MADISON NATIONAL LIFE INS CO, Total						$	1,635.24
MAGDALENA GRIMALDO	1/16/2026	4032889	CATERING	060	030-LYNDALE	$	185.93
MAGDALENA GRIMALDO Total						$	185.93
MAJID RAFIPOUR	1/30/2026	4033156	EQUIPMENT	210	451-BONDS DEPARTMENT	$	30,657.00
		4033157	EQUIPMENT	210	451-BONDS DEPARTMENT	$	28,348.09
		4033158	EQUIPMENT	010	450-FACILITIES/PLANNING	$	37,229.50

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MAJID RAFIPOUR	1/30/2026	4033159	EQUIPMENT	010	450-FACILITIES/PLANNING	$ 44,754.34
		4033160	EQUIPMENT	010	450-FACILITIES/PLANNING	$ 45,848.09
MAJID RAFIPOUR Total						$ 186,837.02
MANSON WESTERN LLC	1/12/2026	4032848	MATERIALS AND SUPPLIES	010	380-SPECIAL EDUCATION	$ 123.93
		4032848	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 1,048.39
MANSON WESTERN LLC Total						$ 1,172.32
MARIA CARMINA OROZCO	1/20/2026	4032948	MILEAGE	010	380-SPECIAL EDUCATION	$ 28.00
MARIA CARMINA OROZCO Total						$ 28.00
MARIA RUVALCABA	1/9/2026	4032766	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 20.61
MARIA RUVALCABA Total						$ 20.61
MARIA TERESA PATINO	1/12/2026	4032849	CATERING	010	360-STATE & FEDERAL	$ 130.40
MARIA TERESA PATINO Total						$ 130.40
MAXIM HEALTHCARE SERVICES	1/9/2026	4032836	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 90,421.47
MAXIM HEALTHCARE SERVICES Total						$ 90,421.47
MCKINLEY ELEVATOR CORPORATION	1/9/2026	4032816	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 200.00
MCKINLEY ELEVATOR CORPORATION Total						$ 200.00
METLIFE SMALL MARKET	1/12/2026	4032850	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 1,748.36
METLIFE SMALL MARKET Total						$ 1,748.36
MEXICO BAKERY INC	1/12/2026	4032851	CATERING	010	280-ADELANTE	$ 122.75
	1/23/2026	4033002	CATERING	010	080-HUBBARD	$ 504.12
MEXICO BAKERY INC Total						$ 626.87
MID AMERICA ADMINISTRATION	1/15/2026	4032870	RETIREMENT IN LIEU OF OASD	010	000-DISTRICTWIDE - UNALLOCATE	$ 6,151.20
MID AMERICA ADMINISTRATION Total						$ 6,151.20
MIRACLE PLAYSYSTEMS INC.	1/9/2026	4032790	SITES AND IMPROVEMENT OF	210	030-LYNDALE	$ 279,254.63
	1/23/2026	4033003	SITES AND IMPROVEMENT OF	210	030-LYNDALE	$ 14,705.28
MIRACLE PLAYSYSTEMS INC. Total						$ 293,959.91
MISSION VALLEY FORD TRUCK	1/9/2026	4032837	REPAIR OF EQUIPMENT	010	470-TRANSPORTATION SERVICES	$ 467.36
MISSION VALLEY FORD TRUCK Total						$ 467.36
MONICA SANCHEZ	1/23/2026	4033038	TRAVEL AND CONFERENCES	060	260-OCALA	$ 240.00
MONICA SANCHEZ Total						$ 240.00
MONROE, STEPHANIE	1/30/2026	4033145	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 83.18
MONROE, STEPHANIE Total						$ 83.18
MSTS RECEIVABLES LLC	1/16/2026	4032890	PARTS	010	470-TRANSPORTATION SERVICES	$ 174.98
	1/23/2026	4033004	PARTS	010	470-TRANSPORTATION SERVICES	$ 54.58
	1/30/2026	4033109	PARTS	010	470-TRANSPORTATION SERVICES	$ 328.10
MSTS RECEIVABLES LLC Total						$ 557.66
MTC RESTAURANT GROUP, LLC	1/9/2026	4032767	CATERING	010	305-CURR & INSTR	$ 619.38
		4032817	CATERING	010	305-CURR & INSTR	$ 991.34
MTC RESTAURANT GROUP, LLC Total						$ 1,610.72
MTI ENTERPRISES INC.	1/30/2026	4033083	MATERIALS AND SUPPLIES	060	240-SAN ANTONIO	$ 415.00
		4033083	MATERIALS AND SUPPLIES	060	270-LUCHA	$ 415.00
MTI ENTERPRISES INC. Total						$ 830.00
MUS VIL INC.	1/16/2026	4032891	REPAIR OF EQUIPMENT	010	310-MUSIC	$ 93.59

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MUS VIL INC.	1/16/2026	4032908	REPAIR OF EQUIPMENT	010	310-MUSIC	$ 271.88
	1/30/2026	4033110	REPAIR OF EQUIPMENT	010	310-MUSIC	$ 311.98
MUS VIL INC. Total						$ 677.45
NADIA G MIRANDA	1/30/2026	4033111	MILEAGE	130	480-CHILD NUTRITION SERVICES	$ 69.30
NADIA G MIRANDA Total						$ 69.30
NAPA AUTO PARTS	1/20/2026	4032929	PARTS	010	470-TRANSPORTATION SERVICES	$ 1,435.09
NAPA AUTO PARTS Total						$ 1,435.09
NCS PEARSON INC.	1/9/2026	4032791	LICENSING AGREEMENTS	080	380-SPECIAL EDUCATION	$ 20.90
	1/20/2026	4032972	LICENSING AGREEMENTS	080	380-SPECIAL EDUCATION	$ 342.90
	1/30/2026	4033084	LICENSING AGREEMENTS	080	380-SPECIAL EDUCATION	$ 150.00
NCS PEARSON INC. Total						$ 513.80
NISSA KRISTINE STOLTENBERG	1/20/2026	4032973	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$ 172.15
NISSA KRISTINE STOLTENBERG Total						$ 172.15
NO TEARS LEARNING INC.	1/30/2026	4033146	MATERIALS AND SUPPLIES	120	065-LCAP- EARLY LEARNING CTR	$ 2,133.21
NO TEARS LEARNING INC. Total						$ 2,133.21
NOR CAL FUNDRAISING	1/9/2026	4032792	MATERIALS AND SUPPLIES	088	310-MUSIC	$ 1,260.00
	1/12/2026	4032852	MATERIALS AND SUPPLIES	088	100-RYAN	$ 7,200.00
NOR CAL FUNDRAISING Total						$ 8,460.00
NORA OCHOA	1/30/2026	4033085	MILEAGE	080	380-SPECIAL EDUCATION	$ 1,289.40
		4033147	MILEAGE	080	380-SPECIAL EDUCATION	$ 182.00
NORA OCHOA Total						$ 1,471.40
OCCUPATIONAL HEALTH CTR OF CA	1/30/2026	4033148	LAB TESTS	010	470-TRANSPORTATION SERVICES	$ 45.00
OCCUPATIONAL HEALTH CTR OF CA Total						$ 45.00
OFFICE DEPOT BUSINESS SOLUTION	1/9/2026	4032801	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 856.70
		4032801	MATERIALS AND SUPPLIES	010	030-LYNDALE	$ 1,169.96
		4032801	MATERIALS AND SUPPLIES	010	080-HUBBARD	$ 194.57
		4032801	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 383.48
		4032801	TEACHER SUPPLIES	010	020-LINDA VISTA	$ 67.55
		4032801	TEACHER SUPPLIES	010	030-LYNDALE	$ 149.23
		4032801	TEACHER SUPPLIES	010	100-RYAN	$ 190.15
		4032801	TEACHER SUPPLIES	010	120-APTITUD	$ 276.45
		4032802	MATERIALS AND SUPPLIES	010	285-ADELANTE II	$ 179.73
		4032802	MATERIALS AND SUPPLIES	010	295-RENAISSANCE II	$ 793.33
		4032802	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 96.97
		4032802	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$ 374.73
		4032802	MATERIALS AND SUPPLIES	010	434-PRINT SHOP	$ 62.44
		4032802	MATERIALS AND SUPPLIES	060	170-SHEPPARD	$ 523.50
		4032802	MATERIALS AND SUPPLIES	060	260-OCALA	$ (21.85)
		4032802	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 57.74
		4032802	TEACHER SUPPLIES	010	280-ADELANTE	$ 375.54
		4032802	TEACHER SUPPLIES	010	295-RENAISSANCE II	$ 483.24
		4032804	MATERIALS AND SUPPLIES	010	040-MCCOLLAM	$ 182.38
		4032804	MATERIALS AND SUPPLIES	010	160-PAINTER	$ 99.45

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OFFICE DEPOT BUSINESS SOLUTION	1/9/2026	4032804	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 245.58
		4032804	MATERIALS AND SUPPLIES	010	240-SAN ANTONIO	$ 55.77
		4032804	MATERIALS AND SUPPLIES	010	260-OCALA	$ 1,072.06
		4032804	MATERIALS AND SUPPLIES	010	270-LUCHA	$ 296.20
		4032804	MATERIALS AND SUPPLIES	010	320-RUSSO	$ 164.80
		4032804	MATERIALS AND SUPPLIES	010	360-STATE & FEDERAL	$ 38.27
		4032804	MATERIALS AND SUPPLIES	010	432-PAYROLL	$ 282.07
		4032804	MATERIALS AND SUPPLIES	010	710-SUPERINTENDENT	$ 33.78
		4032804	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 152.59
		4032804	TEACHER SUPPLIES	010	040-MCCOLLAM	$ 111.38
		4032804	TEACHER SUPPLIES	010	240-SAN ANTONIO	$ 166.61
		4032804	TEACHER SUPPLIES	010	260-OCALA	$ 519.48
		4032804	TEACHER SUPPLIES	010	270-LUCHA	$ 70.50
		4032804	TEACHER SUPPLIES	010	320-RUSSO	$ 70.50
	1/26/2026	4033063	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 243.30
		4033063	MATERIALS AND SUPPLIES	010	030-LYNDALE	$ 335.12
		4033063	MATERIALS AND SUPPLIES	010	040-MCCOLLAM	$ 357.48
		4033063	MATERIALS AND SUPPLIES	010	120-APTITUD	$ 69.53
		4033063	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 166.62
		4033063	MATERIALS AND SUPPLIES	010	270-LUCHA	$ 642.53
		4033063	MATERIALS AND SUPPLIES	010	285-ADELANTE II	$ 995.23
		4033063	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 270.27
		4033063	MATERIALS AND SUPPLIES	060	120-APTITUD	$ 602.26
		4033063	MATERIALS AND SUPPLIES	060	285-ADELANTE II	$ 85.17
		4033063	TEACHER SUPPLIES	010	080-HUBBARD	$ 248.54
		4033063	TEACHER SUPPLIES	010	260-OCALA	$ 392.92
		4033063	CATERING	010	020-LINDA VISTA	$ 50.62
		4033063	CATERING	010	260-OCALA	$ 80.98
		4033064	MATERIALS AND SUPPLIES	010	160-PAINTER	$ 327.29
		4033064	MATERIALS AND SUPPLIES	010	280-ADELANTE	$ 1,240.01
		4033064	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$ 68.23
		4033064	MATERIALS AND SUPPLIES	010	360-STATE & FEDERAL	$ 324.68
		4033064	MATERIALS AND SUPPLIES	010	430-FISCAL SERVICES	$ 195.51
		4033064	MATERIALS AND SUPPLIES	010	431-PURCHASING	$ 326.47
		4033064	MATERIALS AND SUPPLIES	010	432-PAYROLL	$ 60.74
		4033064	MATERIALS AND SUPPLIES	010	434-PRINT SHOP	$ 14.44
		4033064	MATERIALS AND SUPPLIES	010	600-HUMAN RESOURCES	$ 96.94
		4033064	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 272.56
		4033064	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 90.52
		4033064	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 152.69
		4033064	MATERIALS AND SUPPLIES	210	450-FACILITIES/PLANNING	$ 365.06
		4033064	MATERIALS AND SUPPLIES	088	160-PAINTER	$ 278.24
		4033064	TEACHER SUPPLIES	010	280-ADELANTE	$ 212.95

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OFFICE DEPOT BUSINESS SOLUTION	1/26/2026	4033064	TEACHER SUPPLIES	010	295-RENAISSANCE II	$	90.64
		4033064	TEACHER SUPPLIES	010	380-SPECIAL EDUCATION	$	31.61
		4033065	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$	215.12
		4033065	MATERIALS AND SUPPLIES	010	030-LYNDALE	$	111.03
		4033065	MATERIALS AND SUPPLIES	010	080-HUBBARD	$	1,240.01
		4033065	MATERIALS AND SUPPLIES	010	270-LUCHA	$	27.16
		4033065	MATERIALS AND SUPPLIES	010	285-ADELANTE II	$	119.57
		4033065	MATERIALS AND SUPPLIES	010	431-PURCHASING	$	91.65
		4033065	MATERIALS AND SUPPLIES	010	434-PRINT SHOP	$	60.61
		4033065	MATERIALS AND SUPPLIES	010	710-SUPERINTENDENT	$	26.23
		4033065	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$	144.58
		4033065	TEACHER SUPPLIES	010	030-LYNDALE	$	26.23
		4033065	TEACHER SUPPLIES	010	120-APTITUD	$	542.85
		4033065	TEACHER SUPPLIES	010	380-SPECIAL EDUCATION	$	25.92
		4033065	CATERING	010	260-OCALA	$	56.41
	1/16/2026	4032892	MATERIALS AND SUPPLIES	010	260-OCALA	$	69.37
OFFICE DEPOT BUSINESS SOLUTION Total						$	21,220.77
ONE IDENTITY LP	1/20/2026	4032931	ACCTS PAYABLE-USE TAX	010	000-DISTRICTWIDE - UNALLOCATE	$	(2,789.63)
		4032931	LICENSING AGREEMENTS	010	460-TECHNOLOGY SERVICES	$	32,545.67
ONE IDENTITY LP Total						$	29,756.04
ONE STONE APPAREL INC.	1/16/2026	4032893	MATERIALS AND SUPPLIES	088	170-SHEPPARD	$	704.88
	1/30/2026	4033112	MATERIALS AND SUPPLIES	010	030-LYNDALE	$	1,880.31
		4033149	MATERIALS AND SUPPLIES	088	170-SHEPPARD	$	1,968.75
ONE STONE APPAREL INC. Total						$	4,553.94
O'REILLY AUTOMOTIVE STORES INC	1/20/2026	4032930	PARTS	010	470-TRANSPORTATION SERVICES	$	1,370.84
O'REILLY AUTOMOTIVE STORES INC Total						$	1,370.84
OTC DIRECT INC	1/23/2026	4033005	MATERIALS AND SUPPLIES	060	030-LYNDALE	$	94.23
		4033039	MATERIALS AND SUPPLIES	010	030-LYNDALE	$	83.54
	1/30/2026	4033086	MATERIALS AND SUPPLIES	060	260-OCALA	$	24.05
		4033150	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$	51.49
OTC DIRECT INC Total						$	253.31
PACIFIC EDUCATORS INC.	1/15/2026	4032871	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$	33.18
PACIFIC EDUCATORS INC. Total						$	33.18
PALOMA CONTRERAS SERNA	1/9/2026	4032793	MILEAGE	010	340-STUDENT SERVICES	$	25.90
PALOMA CONTRERAS SERNA Total						$	25.90
PARENT INSTITUTE FOR QUALITY	1/16/2026	4032894	CONTRACTED SERVICES	060	020-LINDA VISTA	$	14,500.00
PARENT INSTITUTE FOR QUALITY Total						$	14,500.00
PARTRIDGE CONSULTING INC.	1/9/2026	4032768	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$	6,000.00
PARTRIDGE CONSULTING INC. Total						$	6,000.00
PG&E	1/9/2026	4032769	GAS/ELECTRICITY	010	450-FACILITIES/PLANNING	$	67.93
		4032803	GAS/ELECTRICITY	010	450-FACILITIES/PLANNING	$	215,915.92
	1/16/2026	4032895	GAS/ELECTRICITY	010	450-FACILITIES/PLANNING	$	8.94
PG&E Total						$	215,992.79

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PINE HEALTH, LLC	1/9/2026	4032770	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 14,062.50
PINE HEALTH, LLC Total						**$ 14,062.50**
PLUSHY FEELY CORP	1/16/2026	4032909	MATERIALS AND SUPPLIES	060	170-SHEPPARD	$ 185.80
PLUSHY FEELY CORP Total						**$ 185.80**
POSITIVE PROMOTIONS INC	1/16/2026	4032910	ACCTS PAYABLE-USE TAX	088	000-DISTRICTWIDE - UNALLOCATE	$ (98.28)
		4032910	MATERIALS AND SUPPLIES	088	320-RUSSO	$ 1,146.61
POSITIVE PROMOTIONS INC Total						**$ 1,048.33**
POWERSCHOOL CORPORATION	1/30/2026	4033113	CONTRACTED SERVICES	010	300-EDUCATIONAL SVCS	$ 3,860.00
POWERSCHOOL CORPORATION Total						**$ 3,860.00**
PRECISION EMPRISE LLC	1/30/2026	4033087	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 17,629.30
PRECISION EMPRISE LLC Total						**$ 17,629.30**
PREMIUM IMPORTS INC.	1/9/2026	4032827	ACCTS PAYABLE-USE TAX	060	000-DISTRICTWIDE - UNALLOCATE	$ (26.91)
		4032827	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 313.91
PREMIUM IMPORTS INC. Total						**$ 287.00**
PRE-PAID LEGAL SERVICES INC.	1/15/2026	4032872	MISCELLANEOUS DEDUCTIONS	010	000-DISTRICTWIDE - UNALLOCATE	$ 200.91
PRE-PAID LEGAL SERVICES INC. Total						**$ 200.91**
PRIMAL PAINT, INC.	1/20/2026	4032932	BUILDING & IMPROVEMENT OF	210	020-LINDA VISTA	$ 14,700.00
		4032932	BUILDING & IMPROVEMENT OF	210	040-MCCOLLAM	$ 14,700.00
		4032932	BUILDING & IMPROVEMENT OF	210	295-RENAISSANCE II	$ 11,577.75
PRIMAL PAINT, INC. Total						**$ 40,977.75**
PRIMO BRANDS	1/9/2026	4032777	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 203.74
		4032777	MATERIALS AND SUPPLIES	010	240-SAN ANTONIO	$ 54.68
		4032777	MATERIALS AND SUPPLIES	010	285-ADELANTE II	$ 185.70
		4032777	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$ 101.32
		4032777	MATERIALS AND SUPPLIES	010	430-FISCAL SERVICES	$ 130.89
		4032777	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 110.11
		4032777	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 130.96
		4032777	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 94.02
		4032777	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 99.92
	1/22/2026	4032982	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 183.74
		4032982	MATERIALS AND SUPPLIES	010	040-MCCOLLAM	$ 155.75
		4032982	MATERIALS AND SUPPLIES	010	061-SEL - Social Emotional Learning	$ 51.35
		4032982	MATERIALS AND SUPPLIES	010	160-PAINTER	$ 387.73
		4032982	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 54.68
		4032982	MATERIALS AND SUPPLIES	010	270-LUCHA	$ 88.88
		4032982	MATERIALS AND SUPPLIES	010	295-RENAISSANCE II	$ 59.05
		4032982	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 54.68
		4032982	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$ 50.66
		4032982	MATERIALS AND SUPPLIES	010	360-STATE & FEDERAL	$ 55.77
		4032982	MATERIALS AND SUPPLIES	010	431-PURCHASING	$ 49.96
		4032982	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 122.00
		4032982	MATERIALS AND SUPPLIES	010	434-PRINT SHOP	$ 167.88
		4032982	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 150.96

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PRIMO BRANDS	1/22/2026	4032982	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 525.58
		4032982	MATERIALS AND SUPPLIES	010	600-HUMAN RESOURCES	$ 8.74
		4032982	MATERIALS AND SUPPLIES	010	710-SUPERINTENDENT	$ 54.68
		4032982	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 232.57
		4032982	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 94.93
	1/29/2026	4033071	MATERIALS AND SUPPLIES	010	240-SAN ANTONIO	$ 54.68
		4033071	MATERIALS AND SUPPLIES	010	260-OCALA	$ 191.59
PRIMO BRANDS Total						$ 3,907.20
PROTECTED INSURANCE PROGRAM FO	1/9/2026	4032794	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 163,716.00
	1/30/2026	4033088	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 74,309.00
PROTECTED INSURANCE PROGRAM FO Total						$ 238,025.00
QUADIENT LEASING USA, INC	1/9/2026	4032795	RENTAL & LEASES-OTHR CONT	010	433-WAREHOUSE	$ 1,798.99
QUADIENT LEASING USA, INC Total						$ 1,798.99
QUICK LIGHT RECYCLING SERVICES	1/9/2026	4032818	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 1,586.00
QUICK LIGHT RECYCLING SERVICES Total						$ 1,586.00
QUINTERO, BENEDICTA	1/20/2026	4032949	MILEAGE	010	320-RUSSO	$ 23.87
QUINTERO, BENEDICTA Total						$ 23.87
R & H WHOLESALE SUPPLY INC.	1/23/2026	4033006	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 37.38
	1/30/2026	4033114	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,851.44
		4033124	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 59.89
R & H WHOLESALE SUPPLY INC. Total						$ 1,948.71
R & R REFRIGERATION & AIR	1/9/2026	4032838	PARTS	130	480-CHILD NUTRITION SERVICES	$ 1,514.53
		4032838	REPAIR OF EQUIPMENT	130	480-CHILD NUTRITION SERVICES	$ 4,245.00
	1/20/2026	4032933	REPAIR OF EQUIPMENT	130	480-CHILD NUTRITION SERVICES	$ 380.00
R & R REFRIGERATION & AIR Total						$ 6,139.53
RECOLOGY SOUTH BAY	1/15/2026	4032861	GARBAGE	010	450-FACILITIES/PLANNING	$ 18,473.91
	1/23/2026	4033052	GARBAGE	010	450-FACILITIES/PLANNING	$ 32,575.19
RECOLOGY SOUTH BAY Total						$ 51,049.10
RENAISSANCE LEARNING INC.	1/20/2026	4032934	LICENSING AGREEMENTS	060	300-EDUCATIONAL SVCS	$ 9,963.84
RENAISSANCE LEARNING INC. Total						$ 9,963.84
RICK DELONG	1/30/2026	4033089	CONTRACTED SERVICES	010	450-FACILITIES/PLANNING	$ 2,380.00
		4033115	CONTRACTED SERVICES	010	450-FACILITIES/PLANNING	$ 2,840.00
		4033125	CONTRACTED SERVICES	010	450-FACILITIES/PLANNING	$ 995.00
RICK DELONG Total						$ 6,215.00
RIPCORD INC	1/20/2026	4032950	CONTRACTED SERVICES	010	460-TECHNOLOGY SERVICES	$ 7,954.17
	1/23/2026	4033007	CONTRACTED SERVICES	010	460-TECHNOLOGY SERVICES	$ 319.62
RIPCORD INC Total						$ 8,273.79
RISING STAR SPED ACADEMY	1/9/2026	4032771	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 20,272.65
RISING STAR SPED ACADEMY Total						$ 20,272.65
RO HEALTH INC.	1/20/2026	4032951	CONTRACTED SERVICES	010	380-SPECIAL EDUCATION	$ 38,318.05
RO HEALTH INC. Total						$ 38,318.05
ROCHESTER 100 INC.	1/9/2026	4032839	MATERIALS AND SUPPLIES	060	120-APTITUD	$ 262.50
	1/20/2026	4032974	MATERIALS AND SUPPLIES	060	120-APTITUD	$ 1,028.67

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ROCHESTER 100 INC. Total						$ 1,291.17
ROCKETSHIP FUERZA	1/23/2026	4033048	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 425,292.00
ROCKETSHIP FUERZA Total						$ 425,292.00
ROCKETSHIP SI SE PUEDE	1/23/2026	4033049	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 218,949.00
ROCKETSHIP SI SE PUEDE Total						$ 218,949.00
RODAN BUILDERS INC.	1/16/2026	4032920	BUILDING & IMPROVEMENT OF	210	040-MCCOLLAM	$ 341,768.27
RODAN BUILDERS INC. Total						$ 341,768.27
ROGELIO M. RUIZ	1/12/2026	4032853	LEGAL EXPENSES	010	400-SUPPORT SERVICES	$ 15,471.00
		4032853	LEGAL EXPENSES	010	600-HUMAN RESOURCES	$ 621.00
ROGELIO M. RUIZ Total						$ 16,092.00
ROLLINS INC.	1/30/2026	4033116	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 4,882.50
ROLLINS INC. Total						$ 4,882.50
ROUND TABLE PIZZA	1/12/2026	4032854	CATERING	010	360-STATE & FEDERAL	$ 455.96
ROUND TABLE PIZZA Total						$ 455.96
SADDLE POINT SONS LLC	1/30/2026	4033117	MATERIALS AND SUPPLIES	010	434-PRINT SHOP	$ 2,103.11
SADDLE POINT SONS LLC Total						$ 2,103.11
SAN JOSE WATER COMPANY	1/9/2026	4032776	WATER	010	450-FACILITIES/PLANNING	$ 69,824.10
	1/22/2026	4032986	WATER	010	450-FACILITIES/PLANNING	$ 1,232.71
	1/29/2026	4033070	WATER	010	450-FACILITIES/PLANNING	$ 71,087.91
SAN JOSE WATER COMPANY Total						$ 142,144.72
SANDRA SARMIENTO	1/30/2026	4033151	MATERIALS AND SUPPLIES	060	080-HUBBARD	$ 595.87
SANDRA SARMIENTO Total						$ 595.87
SANTA CLARA COUNTY OFFICE OF	1/16/2026	4032911	PRINTING	010	600-HUMAN RESOURCES	$ 61.86
	1/23/2026	4033008	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 1,249.62
		4033008	PRINTING	010	712-Communications	$ 1,222.81
SANTA CLARA COUNTY OFFICE OF Total						$ 2,534.29
SAVE MART SUPERMARKETS	1/9/2026	4032772	CATERING	080	380-SPECIAL EDUCATION	$ 99.77
	1/23/2026	4033009	CATERING	080	380-SPECIAL EDUCATION	$ 50.00
	1/30/2026	4033152	CATERING	080	380-SPECIAL EDUCATION	$ 100.00
SAVE MART SUPERMARKETS Total						$ 249.77
SCHOLASTIC	1/30/2026	4033118	MATERIALS AND SUPPLIES	060	040-MCCOLLAM	$ 405.63
SCHOLASTIC Total						$ 405.63
SCHOLASTIC BOOK FAIRS	1/30/2026	4033119	MATERIALS AND SUPPLIES	088	260-OCALA	$ 1,791.26
SCHOLASTIC BOOK FAIRS Total						$ 1,791.26
SCHOLASTIC INC.	1/20/2026	4032935	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 27,513.78
SCHOLASTIC INC. Total						$ 27,513.78
SCHOOL HEALTH CORPORATION	1/30/2026	4033153	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 360.37
SCHOOL HEALTH CORPORATION Total						$ 360.37
SCHOOL SERVICES OF CALIFORNIA	1/16/2026	4032912	TRAVEL AND CONFERENCES	010	340-STUDENT SERVICES	$ 165.00
SCHOOL SERVICES OF CALIFORNIA Total						$ 165.00
SCHOOL SPECIALTY LLC	1/23/2026	4033010	MATERIALS AND SUPPLIES	060	170-SHEPPARD	$ 396.08
		4033010	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 154.23
SCHOOL SPECIALTY LLC Total						$ 550.31

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SCOOT EDUCATION INC.	1/20/2026	4032952	CONTRACTED SERVICES	010	600-HUMAN RESOURCES	$ 24,346.00
SCOOT EDUCATION INC. Total						**$ 24,346.00**
SECOND START LEARNING	1/16/2026	4032896	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 9,930.00
SECOND START LEARNING Total						**$ 9,930.00**
SECURITY ALERT SYSTEMS	1/16/2026	4032913	SECURITY SERVICES	010	450-FACILITIES/PLANNING	$ 171.15
SECURITY ALERT SYSTEMS Total						**$ 171.15**
SEESAW LEARNING INC	1/9/2026	4032828	LICENSING AGREEMENTS	010	280-ADELANTE	$ 4,075.00
SEESAW LEARNING INC Total						**$ 4,075.00**
SELF INSURANCE SCHOOLS OF	1/9/2026	4032823	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 939,998.00
SELF INSURANCE SCHOOLS OF Total						**$ 939,998.00**
SERRANO, KATIA	1/20/2026	4032975	ACCOUNTS PAYABLE	130	000-DISTRICTWIDE - UNALLOCATE	$ 18.76
SERRANO, KATIA Total						**$ 18.76**
SERVICE STATION SYSTEMS	1/16/2026	4032914	CONTRACTED SERVICES	010	470-TRANSPORTATION SERVICES	$ 283.00
SERVICE STATION SYSTEMS Total						**$ 283.00**
SFCC INTERMEDIATEHOLDINGS INC	1/9/2026	4032840	CATERING	010	280-ADELANTE	$ 54.95
	1/20/2026	4032953	CATERING	010	080-HUBBARD	$ 309.80
		4032976	CATERING	010	120-APTITUD	$ 202.31
SFCC INTERMEDIATEHOLDINGS INC Total						**$ 567.06**
SHAYNE SORIANO	1/9/2026	4032796	MATERIALS AND SUPPLIES	088	320-RUSSO	$ 45.52
SHAYNE SORIANO Total						**$ 45.52**
SHAYNE ZURILGEN	1/9/2026	4032773	FOOD	130	480-CHILD NUTRITION SERVICES	$ 4,669.20
	1/16/2026	4032897	FOOD	130	480-CHILD NUTRITION SERVICES	$ 4,343.20
	1/23/2026	4033058	FOOD	130	480-CHILD NUTRITION SERVICES	$ 8,070.43
SHAYNE ZURILGEN Total						**$ 17,082.83**
SMARTSHEET INC.	1/20/2026	4032977	LICENSING AGREEMENTS	010	400-SUPPORT SERVICES	$ 1,890.00
		4032977	LICENSING AGREEMENTS	210	451-BONDS DEPARTMENT	$ 1,890.00
SMARTSHEET INC. Total						**$ 3,780.00**
SOLEDAD VEGA	1/20/2026	4032978	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$ 200.00
SOLEDAD VEGA Total						**$ 200.00**
SOUND SOULUTIONS LLC	1/12/2026	4032855	CONTRACTED SERVICES	060	340-STUDENT SERVICES	$ 5,000.00
	1/20/2026	4032936	CONTRACTED SERVICES	010	340-STUDENT SERVICES	$ 5,000.00
		4032954	CONTRACTED SERVICES	010	340-STUDENT SERVICES	$ 5,000.00
SOUND SOULUTIONS LLC Total						**$ 15,000.00**
SOUTHERN COUNTIES LUBRICANTS	1/16/2026	4032898	GASOLINE/FUEL	010	470-TRANSPORTATION SERVICES	$ 8,415.08
	1/30/2026	4033090	GASOLINE/FUEL	010	470-TRANSPORTATION SERVICES	$ 6,847.26
SOUTHERN COUNTIES LUBRICANTS Total						**$ 15,262.34**
SPG THERAPY & EDUCATION	1/30/2026	4033091	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 14,945.70
SPG THERAPY & EDUCATION Total						**$ 14,945.70**
SPRINGBOARD COLLABORATIVE	1/23/2026	4033011	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 35,632.80
SPRINGBOARD COLLABORATIVE Total						**$ 35,632.80**
STANDARD INSURANCE CO.	1/15/2026	4032873	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 18,857.06
STANDARD INSURANCE CO. Total						**$ 18,857.06**
STEVE WEISS MUSIC	1/23/2026	4033012	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 1,885.90

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STEVE WEISS MUSIC	1/30/2026	4033120	SUPPLY-INVENTORY(NON-CAP	060	310-MUSIC	$ 4,484.27
STEVE WEISS MUSIC Total						**$ 6,370.17**
STEVEN WAYNE DOTY	1/23/2026	4033028	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 1,172.50
	1/30/2026	4033092	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 3,500.00
STEVEN WAYNE DOTY Total						**$ 4,672.50**
STUDIO W ASSOCIATES INC.	1/9/2026	4032797	ARCHITECT FEES	210	270-LUCHA	$ 2,929.50
STUDIO W ASSOCIATES INC. Total						**$ 2,929.50**
SUNBELT RENTALS INC.	1/23/2026	4033029	EQUIPMENT RENTALS	050	450-FACILITIES/PLANNING	$ 363.65
SUNBELT RENTALS INC. Total						**$ 363.65**
SUNBELT STAFFING LLC	1/30/2026	4033093	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 23,449.30
SUNBELT STAFFING LLC Total						**$ 23,449.30**
SUPERHUMAN PLATFORM INC	1/16/2026	4032899	LICENSING AGREEMENTS	010	460-TECHNOLOGY SERVICES	$ 9,108.00
SUPERHUMAN PLATFORM INC Total						**$ 9,108.00**
SUZANNE CICALA	1/23/2026	4033059	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 184.89
		4033059	CATERING	010	020-LINDA VISTA	$ 119.96
SUZANNE CICALA Total						**$ 304.85**
SYSCO SAN FRANCISCO INC.	1/15/2026	4032863	FOOD	130	480-CHILD NUTRITION SERVICES	$ 7,585.50
SYSCO SAN FRANCISCO INC. Total						**$ 7,585.50**
TAG/AMS. INC.	1/30/2026	4033094	CONTRACTED SERVICES	010	470-TRANSPORTATION SERVICES	$ 775.00
TAG/AMS. INC. Total						**$ 775.00**
TALTON, VERONICA	1/20/2026	4032955	MILEAGE	010	310-MUSIC	$ 27.30
TALTON, VERONICA Total						**$ 27.30**
TARGET SPECIALTY PRODUCTS	1/9/2026	4032819	TRAVEL AND CONFERENCES	050	450-FACILITIES/PLANNING	$ 198.00
	1/20/2026	4032937	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 808.75
TARGET SPECIALTY PRODUCTS Total						**$ 1,006.75**
TEACHER CREATED MATERIALS INC.	1/12/2026	4032856	CONTRACTED SERVICES	060	305-CURR & INSTR	$ 5,500.00
	1/16/2026	4032915	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 4,992.87
		4032915	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 4,157.73
	1/20/2026	4032979	CONTRACTED SERVICES	060	305-CURR & INSTR	$ 2,500.00
	1/23/2026	4033013	CONTRACTED SERVICES	060	305-CURR & INSTR	$ 5,500.00
TEACHER CREATED MATERIALS INC. Total						**$ 22,650.60**
TEAMSTERS LOCAL #150	1/15/2026	4032874	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 10,234.00
TEAMSTERS LOCAL #150 Total						**$ 10,234.00**
TEAMSTERS MANAGED TRUST FUNDS	1/9/2026	4032841	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 237,926.00
TEAMSTERS MANAGED TRUST FUNDS Total						**$ 237,926.00**
TERESA N DECELLES	1/23/2026	4033050	TRAVEL AND CONFERENCES	010	400-SUPPORT SERVICES	$ 485.05
TERESA N DECELLES Total						**$ 485.05**
TERESA WALDEN	1/23/2026	4033014	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 37.28
TERESA WALDEN Total						**$ 37.28**
TEXAS LIFE INSURANCE	1/15/2026	4032875	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 5,941.74
TEXAS LIFE INSURANCE Total						**$ 5,941.74**
THAO DUONG	1/23/2026	4033040	MILEAGE	080	380-SPECIAL EDUCATION	$ 448.00
THAO DUONG Total						**$ 448.00**

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THE CITY PEACE PROJECT	1/9/2026	4032798	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 4,667.00
		4032829	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 9,334.00
	1/30/2026	4033095	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 5,000.00
THE CITY PEACE PROJECT Total						**$ 19,001.00**
THE CREEKSIDE SCHOOL	1/23/2026	4033041	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 11,703.75
THE CREEKSIDE SCHOOL Total						**$ 11,703.75**
THE HANOVER RESEARCH COUNCIL	1/30/2026	4033126	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 49,900.00
THE HANOVER RESEARCH COUNCIL Total						**$ 49,900.00**
THE PAPE' GROUP INC	1/16/2026	4032916	PREVENTIVE EQUIP MAINTENA	010	433-WAREHOUSE	$ 334.00
THE PAPE' GROUP INC Total						**$ 334.00**
THE PROPHET CORPORATION	1/9/2026	4032799	TEACHER SUPPLIES	010	170-SHEPPARD	$ 218.92
	1/30/2026	4033096	MATERIALS AND SUPPLIES	010	160-PAINTER	$ 434.86
THE PROPHET CORPORATION Total						**$ 653.78**
THE STEPPING STONES GROUP LLC	1/9/2026	4032830	CONTRACTED SERVICES	060	061-SEL - Social Emotional Learning	$ 2,335.20
	1/16/2026	4032917	CONTRACTED SERVICES	060	061-SEL - Social Emotional Learning	$ 3,984.75
THE STEPPING STONES GROUP LLC Total						**$ 6,319.95**
THINK TOGETHER	1/9/2026	4032774	CONTRACTED SERVICES	060	305-CURR & INSTR	$ 20,018.69
		4032774	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 408,458.81
		4032774	SUBAGREEMENTS FOR SERVICE	060	360-STATE & FEDERAL	$ 118,058.46
THINK TOGETHER Total						**$ 546,535.96**
THOMAS WOO	1/20/2026	4032956	MILEAGE	010	310-MUSIC	$ 43.40
THOMAS WOO Total						**$ 43.40**
THREADWORKZ LLC	1/30/2026	4033121	MATERIALS AND SUPPLIES	010	120-APTITUD	$ 1,347.50
THREADWORKZ LLC Total						**$ 1,347.50**
TIERNEY LOPEZ	1/9/2026	4032820	MILEAGE	080	380-SPECIAL EDUCATION	$ 273.00
TIERNEY LOPEZ Total						**$ 273.00**
TIYANNA TAMAYO	1/20/2026	4032980	ACCOUNTS PAYABLE	080	000-DISTRICTWIDE - UNALLOCATE	$ 26.80
TIYANNA TAMAYO Total						**$ 26.80**
U.S. BANK	1/16/2026	4032918	LICENSING AGREEMENTS	010	470-TRANSPORTATION SERVICES	$ 86.31
		4032918	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 1,952.41
		4032918	TRAVEL AND CONFERENCES	010	710-SUPERINTENDENT	$ 355.00
		4032918	CATERING	010	300-EDUCATIONAL SVCS	$ 94.50
		4032918	CATERING	010	700-BOARD OF TRUSTEES	$ 625.84
		4032918	CATERING	010	710-SUPERINTENDENT	$ 517.05
		4032918	CATERING	060	360-STATE & FEDERAL	$ 58.73
		4032919	ADVERTISING	010	600-HUMAN RESOURCES	$ 300.00
		4032919	DUES AND MEMBERSHIPS	130	480-CHILD NUTRITION SERVICES	$ 65.00
		4032919	FOOD	130	480-CHILD NUTRITION SERVICES	$ 61.47
		4032919	LICENSING AGREEMENTS	010	460-TECHNOLOGY SERVICES	$ 601.18
		4032919	LICENSING AGREEMENTS	010	470-TRANSPORTATION SERVICES	$ 86.31
		4032919	LICENSING AGREEMENTS	010	600-HUMAN RESOURCES	$ 119.99
		4032919	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 306.24
		4032919	MATERIALS AND SUPPLIES	010	710-SUPERINTENDENT	$ 251.72

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U.S. BANK	1/16/2026	4032919	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 368.24
		4032919	PROF/CONSULT SVC OPERATIN	010	600-HUMAN RESOURCES	$ 265.00
		4032919	RENTAL & LEASES-OTHR CONT	010	300-EDUCATIONAL SVCS	$ 1,375.00
		4032919	TRAVEL AND CONFERENCES	010	470-TRANSPORTATION SERVICES	$ 1,400.00
		4032919	TRAVEL AND CONFERENCES	210	451-BONDS DEPARTMENT	$ 178.46
		4032919	CATERING	010	300-EDUCATIONAL SVCS	$ 198.89
		4032919	CATERING	010	600-HUMAN RESOURCES	$ 71.17
		4032919	CATERING	010	710-SUPERINTENDENT	$ 280.16
U.S. BANK Total						$ 9,618.67
UBEO WEST	1/9/2026	4032805	PREVENTIVE EQUIP MAINTENA	010	020-LINDA VISTA	$ 434.80
		4032805	PREVENTIVE EQUIP MAINTENA	010	040-MCCOLLAM	$ 993.56
		4032805	PREVENTIVE EQUIP MAINTENA	010	065-LCAP- EARLY LEARNING CTR	$ 79.08
		4032805	PREVENTIVE EQUIP MAINTENA	010	100-RYAN	$ 546.58
		4032805	PREVENTIVE EQUIP MAINTENA	010	260-OCALA	$ 92.87
		4032805	PREVENTIVE EQUIP MAINTENA	010	295-RENAISSANCE II	$ 92.87
		4032805	PREVENTIVE EQUIP MAINTENA	010	305-CURR & INSTR	$ (95.85)
		4032805	PREVENTIVE EQUIP MAINTENA	010	320-RUSSO	$ 420.30
		4032805	PREVENTIVE EQUIP MAINTENA	010	433-WAREHOUSE	$ 137.46
		4032805	PREVENTIVE EQUIP MAINTENA	010	434-PRINT SHOP	$ 5,129.88
		4032805	PREVENTIVE EQUIP MAINTENA	010	470-TRANSPORTATION SERVICES	$ 29.48
		4032805	PREVENTIVE EQUIP MAINTENA	060	030-LYNDALE	$ 514.06
		4032805	PREVENTIVE EQUIP MAINTENA	060	040-MCCOLLAM	$ 984.50
		4032805	PREVENTIVE EQUIP MAINTENA	060	295-RENAISSANCE II	$ 824.99
		4032805	PREVENTIVE EQUIP MAINTENA	080	380-SPECIAL EDUCATION	$ 44.36
	1/26/2026	4033066	PREVENTIVE EQUIP MAINTENA	010	020-LINDA VISTA	$ 985.12
		4033066	PREVENTIVE EQUIP MAINTENA	010	170-SHEPPARD	$ 569.50
		4033066	PREVENTIVE EQUIP MAINTENA	010	280-ADELANTE	$ 564.32
		4033066	PREVENTIVE EQUIP MAINTENA	010	340-STUDENT SERVICES	$ 298.87
		4033066	PREVENTIVE EQUIP MAINTENA	010	400-SUPPORT SERVICES	$ 127.06
		4033066	PREVENTIVE EQUIP MAINTENA	010	430-FISCAL SERVICES	$ 675.99
		4033066	PREVENTIVE EQUIP MAINTENA	010	431-PURCHASING	$ 89.99
		4033066	PREVENTIVE EQUIP MAINTENA	010	432-PAYROLL	$ 265.56
		4033066	PREVENTIVE EQUIP MAINTENA	010	433-WAREHOUSE	$ 93.37
		4033066	PREVENTIVE EQUIP MAINTENA	010	434-PRINT SHOP	$ 2,569.09
		4033066	PREVENTIVE EQUIP MAINTENA	010	460-TECHNOLOGY SERVICES	$ 32.24
		4033066	PREVENTIVE EQUIP MAINTENA	010	470-TRANSPORTATION SERVICES	$ 173.30
		4033066	PREVENTIVE EQUIP MAINTENA	010	600-HUMAN RESOURCES	$ 386.53
		4033066	PREVENTIVE EQUIP MAINTENA	060	020-LINDA VISTA	$ 693.31
		4033066	PREVENTIVE EQUIP MAINTENA	060	170-SHEPPARD	$ 416.99
		4033066	PREVENTIVE EQUIP MAINTENA	060	280-ADELANTE	$ 595.39
		4033066	PREVENTIVE EQUIP MAINTENA	060	360-STATE & FEDERAL	$ 173.75
		4033066	PREVENTIVE EQUIP MAINTENA	050	450-FACILITIES/PLANNING	$ 150.10
		4033066	PREVENTIVE EQUIP MAINTENA	080	380-SPECIAL EDUCATION	$ 990.63

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UBEO WEST	1/26/2026	4033066	PREVENTIVE EQUIP MAINTENA	130	480-CHILD NUTRITION SERVICES	$ 992.90
		4033067	PREVENTIVE EQUIP MAINTENA	010	040-MCCOLLAM	$ 501.38
		4033067	PREVENTIVE EQUIP MAINTENA	010	061-SEL - Social Emotional Learning	$ 115.17
		4033067	PREVENTIVE EQUIP MAINTENA	010	065-LCAP- EARLY LEARNING CTR	$ 40.41
		4033067	PREVENTIVE EQUIP MAINTENA	010	080-HUBBARD	$ 410.30
		4033067	PREVENTIVE EQUIP MAINTENA	010	100-RYAN	$ 314.75
		4033067	PREVENTIVE EQUIP MAINTENA	010	120-APTITUD	$ 2,306.06
		4033067	PREVENTIVE EQUIP MAINTENA	010	160-PAINTER	$ 537.47
		4033067	PREVENTIVE EQUIP MAINTENA	010	285-ADELANTE II	$ 234.84
		4033067	PREVENTIVE EQUIP MAINTENA	010	295-RENAISSANCE II	$ 331.32
		4033067	PREVENTIVE EQUIP MAINTENA	010	320-RUSSO	$ 506.26
		4033067	PREVENTIVE EQUIP MAINTENA	060	030-LYNDALE	$ 326.44
		4033067	PREVENTIVE EQUIP MAINTENA	060	040-MCCOLLAM	$ 492.25
		4033067	PREVENTIVE EQUIP MAINTENA	060	080-HUBBARD	$ 480.20
		4033067	PREVENTIVE EQUIP MAINTENA	060	100-RYAN	$ 142.64
		4033067	PREVENTIVE EQUIP MAINTENA	060	120-APTITUD	$ 83.16
		4033067	PREVENTIVE EQUIP MAINTENA	060	160-PAINTER	$ 505.18
		4033067	PREVENTIVE EQUIP MAINTENA	060	260-OCALA	$ 756.62
		4033067	PREVENTIVE EQUIP MAINTENA	060	285-ADELANTE II	$ 556.57
		4033067	PREVENTIVE EQUIP MAINTENA	060	320-RUSSO	$ 229.10
		4033067	PREVENTIVE EQUIP MAINTENA	080	380-SPECIAL EDUCATION	$ 63.64
		4033067	PREVENTIVE EQUIP MAINTENA	210	450-FACILITIES/PLANNING	$ 54.55
UBEO WEST Total						**$ 30,061.26**
UNITED PARCEL SERVICE	1/9/2026	4032831	POSTAGE	010	433-WAREHOUSE	$ 112.69
UNITED PARCEL SERVICE Total						**$ 112.69**
UNITED REFRIGERATION INC.	1/30/2026	4033127	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,250.88
UNITED REFRIGERATION INC. Total						**$ 1,250.88**
VELASCO, ALOYSIUS	1/23/2026	4033015	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$ 199.19
VELASCO, ALOYSIUS Total						**$ 199.19**
VISTA CENTER FOR THE BLIND &	1/9/2026	4032775	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 630.00
VISTA CENTER FOR THE BLIND & Total						**$ 630.00**
VU, NHU	1/9/2026	4032842	MILEAGE	080	380-SPECIAL EDUCATION	$ 16.59
VU, NHU Total						**$ 16.59**
W.W. GRAINGER INC.	1/9/2026	4032821	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,321.33
	1/23/2026	4033030	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 9,521.08
W.W. GRAINGER INC. Total						**$ 10,842.41**
WAXIE'S ENTERPRISE LLC	1/9/2026	4032822	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 28,150.03
	1/23/2026	4033016	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 11,299.79
		4033031	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 2,251.01
	1/30/2026	4033128	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 6,870.53
WAXIE'S ENTERPRISE LLC Total						**$ 48,571.36**
WENDY E. ALBERT	1/23/2026	4033042	MILEAGE	080	380-SPECIAL EDUCATION	$ 210.00
WENDY E. ALBERT Total						**$ 210.00**

AP Check Register - Pivot Table Summary by Vendor
January 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
WEST, JENNIFER	1/30/2026	4033154	MILEAGE	080	380-SPECIAL EDUCATION	$ 54.30
WEST, JENNIFER Total						**$ 54.30**
WEVIDEO INC	1/9/2026	4032800	LICENSING AGREEMENTS	060	360-STATE & FEDERAL	$ 392.70
WEVIDEO INC Total						**$ 392.70**
WEX Health Inc	1/12/2026	4032857	PROF/CONSULT SVC OPERATIN	670	600-HUMAN RESOURCES	$ 60.00
WEX Health Inc Total						**$ 60.00**
WHITE, KELSEY	1/20/2026	4032981	ACCOUNTS PAYABLE	010	000-DISTRICTWIDE - UNALLOCATE	$ 208.35
WHITE, KELSEY Total						**$ 208.35**
WIZIX TECHNOLOGY GROUP, INC.	1/23/2026	4033017	PREVENTIVE EQUIP MAINTENA	010	434-PRINT SHOP	$ 138.91
	1/30/2026	4033097	PREVENTIVE EQUIP MAINTENA	010	240-SAN ANTONIO	$ 433.13
		4033097	PREVENTIVE EQUIP MAINTENA	010	270-LUCHA	$ 288.75
WIZIX TECHNOLOGY GROUP, INC. Total						**$ 860.79**
YEYI ORGANICS INC.	1/23/2026	4033018	FOOD	130	480-CHILD NUTRITION SERVICES	$ 6,937.50
YEYI ORGANICS INC. Total						**$ 6,937.50**
YMCA OF SILICON VALLEY	1/16/2026	4032900	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 182,828.36
		4032900	SUBAGREEMENTS FOR SERVICE	060	360-STATE & FEDERAL	$ 74,352.34
YMCA OF SILICON VALLEY Total						**$ 257,180.70**
YOUTH SCIENCE INSTITUTE	1/30/2026	4033155	OUTDR ED-FLD TRIP-ADMISSI	010	320-RUSSO	$ 400.00
YOUTH SCIENCE INSTITUTE Total						**$ 400.00**
Grand Total						**$ 8,368,156.75**

13.5

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: January 30, 2026

Subject: **Acceptance of Grants/Awards Notification**

Support Information: The District has received grants/awards as summarized on the attached sheet dated February 12, 2026.

Fiscal Impact: No

Budgeted: Not Applicable

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees accept these grants/awards.

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

To the Board of Trustees:

Recommend Approval

13.5
Agenda Placement

Meeting: February 12, 2026
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
February 12, 2026 Board Meeting

GRANTS/AWARDS NOTIFICATIONS

PROJECT NAME	PROJECT AMOUNT	FUNDING AGENCY	COMMENTS
ArtsEdConnect Educator Grant	$ 500.00	SVCreates and Santa Clara County Office of Education (SCCOE)	Grant will provide arts experiences & materials and supplies (up to $3,000 per teacher, with materials/supplies capped at $500) at Painter Elementary School with Lead Teacher, Thao Doan; Grant period August 14, 2025 thru April 30, 2026.
ArtsEdConnect Educator Grant	$ 500.00	SVCreates and Santa Clara County Office of Education (SCCOE)	Grant will provide arts experiences & materials and supplies (up to $3,000 per teacher, with materials/supplies capped at $500) at Painter Elementary School with Lead Teacher, Maria Moyoli; Grant period August 14, 2025 thru April 30, 2026.

Keep this information for your records, as it will be needed for reporting purposes.

GRANT TERMS AND CONDITIONS AGREEMENT

Grant Number: **Art-25-26-002**

Grant Amount: **$500.00**

Grant Category: **Arts Experiences & Materials/Supplies (Up to $3,000 per teacher, with materials/supplies capped at $500)**

Grant Description: **N/A**

Grant Period: **August 14, 2025 - April 30, 2026**

Grant Funds Expended by: **April 30, 2026**

Grant Report Due: **May 29, 2026**

Grantee School: **Ben Painter School**

Grantee(s): Lead Teacher: **Thao Doan**

Other Teachers that Are Collaborating:

Payment Terms and Use of Funds

The awarded grant funds will be paid in a single up-front payment. Payment will be made by check to the Grantee's School per Memorandum of Understanding with the District. The grantee must accept the terms of this agreement prior to disbursement of grant funds. Within thirty (30) days of receiving the acceptance email reply, the SCCOE will disburse the grant funds to the grantee's school site. This grant must be expended by **April 30, 2026**.

It is the school site's sole responsibility to pay the vendor(s)/artist/arts organization in a timely fashion. Late payment to vendor(s)/artist/arts organization, may disqualify the grantee and school site for future funding.

Grant funds are to be used only for the purpose specified in the approved grant application and are awarded subject to the conditions set forth in this agreement. Any deviation from the purpose or conditions of grant funds must be submitted in writing to SV Creates/SCCOE prior to final approval at ArtsEdConnectgGrant@sccoe.org.

Final Grant Report - Due by May 29, 2026

Keep this information for your records, as it will be needed for reporting purposes.

GRANT TERMS AND CONDITIONS AGREEMENT

Grant Number: **Art-25-26-001**

Grant Amount: **$500.00**

Grant Category: **Arts Experiences & Materials/Supplies (Up to $3,000 per teacher, with materials/supplies capped at $500)**

Grant Description: **n/a**

Grant Period: **August 14, 2025 - April 30, 2026**

Grant Funds Expended by: **April 30, 2026**

Grant Report Due: **May 29, 2026**

Grantee School: **Ben Painter**

Grantee(s): Lead Teacher: **Maria Moyoli**

Other Teachers that Are Collaborating:

Payment Terms and Use of Funds

The awarded grant funds will be paid in a single up-front payment. Payment will be made by check to the Grantee's School per Memorandum of Understanding with the District. The grantee must accept the terms of this agreement prior to disbursement of grant funds. Within thirty (30) days of receiving the acceptance email reply, the SCCOE will disburse the grant funds to the grantee's school site. This grant must be expended by **April 30, 2026**.

It is the school site's sole responsibility to pay the vendor(s)/artist/arts organization in a timely fashion. Late payment to vendor(s)/artist/arts organization, may disqualify the grantee and school site for future funding.

Grant funds are to be used only for the purpose specified in the approved grant application and are awarded subject to the conditions set forth in this agreement. Any deviation from the purpose or conditions of grant funds must be submitted in writing to SV Creates/SCCOE prior to final approval at ArtsEdConnectgGrant@sccoe.org.

Final Grant Report - Due by May 29, 2026

The grantee agrees to deliver a final report to ArtsEdConnect consisting of stories of the impact of the project for students, pictures of student work and any part of the arts process, the goals/objectives that were met, the amount spent, the

13.6

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: January 30, 2026

Subject: **Approve Bond Contracts/Extensions**

Support Information: The District has received a summarized list of bond contracts/extensions dates February 12, 2026.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Bond Contracts/Extensions.

Submitted by: Maria Martinez M.M. Title: Bonds Director

Approved by: Eric Wasinger Title: Senior Executive of Bonds, M.O.T.

To the Board of Trustees:

Recommend Approval

13.6
Agenda Placement

Meeting: February 12, 2026
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
February 12, 2026 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
Cal West Fence	02/13/26	$ 9,605.00	For student safety, a six-foot fence is necessary to ensure students remain within the newly designated Special Education (SPED) playground area at Lyndale Elementary School; contractor will provide installation of the fence. The District has based on their prior work with Cal West Fence and have been reliable, pre-qualified contractor.

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: January 15, 2026

Subject: **Approve Proposal for Cal West Fence – Lyndale Elementary SPED Playground**

Support Information: For student safety, a six-foot fence is necessary to ensure students remain within the newly designated Special Education (SPED) playground area at Lyndale Elementary School.

Cal West Fence has submitted a proposal in the amount of $9,605 for the purchase and installation of the fence. The District has engaged Cal West Fence based on their prior work with the District and their status as a reliable, pre-qualified contractor.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the proposal and contract with Cal West Fence in the amount of $9,605 for the purchase and installation of a six-foot galvanized chain-link fence at Lyndale Elementary School (SPED playground).

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

To the Board of Trustees: Meeting: January 29, 2026

Regular Board Meeting

Recommend Approval

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CAL WEST FENCE

12505 Sycamore Ave San Martin CA, 95046
(408) 695-0015 phone (408) 695-0065 fax
License # 836779 DIR 1000055639
UNION COMPANY

PROPOSAL

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.

Alum Rock Union Elementary School District		E-MAIL	DATE 1/20/26
PHONE NUMBER	FAX NUMBER	JOB NAME LYNDALE E.S SPED PLAYGROUND FENCE	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	

We hereby submit estimates and specifications for:

Furnish and Install fence and gates per plans and specs.

- **6' TALL CHAIN LINK FENCE (93' LF.)**
- **GALVANIZED**

EXCLUSIONS: Lay out, permit fees, surveying, clearing and grubbing, staking, core drilling, backfill, locating & repairing underground utilities, off-haul, cylinders and cores. **NOTICE TO OWNER:** (Section 7019 - Contractors License Law) - Under the Mechanics' Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filling, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Nine Thousand Six Hundred And Five dollars ($ 9,605)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Diery Maldonado

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance 1-20-2026

13.7

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: February 12, 2026

Subject: **Approve/Ratify Notices of Employment and Changes of Status/February 12, 2026**

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.

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

To the Board of Trustees:

Recommend Approval

13.7
Agenda Placement

Meeting: February 12, 2026
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
February 12, 2026

CERTIFICATED OFFER OF EMPLOYMENT:

I. Substitute Residential Teacher Contracts:

1.	Bautista , Angelica	01/26/2026-02/24/2026
2.	Cerna Anaya, Estefani	01/26/2026-02/24/2026
3.	Chavez, Israel	01/26/2026-02/24/2026
4.	Faines, Anna Lynn	01/26/2026-02/24/2026
5.	Fenstermaker, Andrew	01/26/2026-02/24/2026
6.	Fuentes, Jhonny	01/26/2026-02/24/2026
7.	Hernandez, Karina	01/26/2026-02/24/2026
8.	Landin, Tanya	01/26/2026-02/24/2026
9.	Lira , Rosalba	01/26/2026-02/24/2026
10.	Lopez Garcia, Maria	01/26/2026-02/24/2026
11.	Moncada, Hector	01/26/2026-02/24/2026
12.	Morquecho, Leticia	01/26/2026-02/24/2026
13.	Perez, Irving	01/26/2026-02/24/2026
14.	Ramirez, Leticia	01/26/2026-02/24/2026
15.	Rodriguez S., Alexis	01/26/2026-02/24/2026
16.	Saavedra , Noe	01/26/2026-02/24/2026

CERTIFICATED CHANGES OF STATUS:

II. Retirement:

1.	Carino, Theresa	4/Aptitud Comm at Goss Academy	06/05/2026
2.	Harl, Ida Gwen	TK/Aptitud Comm at Goss Academy	06/05/2026
3.	McKie, Jill	K/Aptitud Comm at Goss Academy	06/05/2026
4.	Wilkie, Barbara	2/Lyndale Elementary	06/05/2026

III. Personal Leave of Absence:

1.	Pula, Tanya	.70 FTE/Speech Therapist/Special Ed Dept.	02/12/2026

CLASSIFIED PERSONNEL – February 12, 2023

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Monzon Figueroa, Emely A	Campus Paraeducator/Sheppard Middle	01/30/2026

II. Change of Status:

1.	Quintero, Benedicta	Community School Site Specialist/Painter at Sheppard	02/02/2026

13.8

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: February 12, 2026

Subject: **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Support Information: The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated February 12, 2026.

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 accept the following memorandum(s) of understanding. MOU details are on file in the Purchasing Office.

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

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

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

Recommend Approval

13.8
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled: _____

MEMORANDUM(S) OF UNDERSTANDING

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
McCollam Elementary Linda Diaz Sepulveda	03/31/2026-04/03/2026	Santa Cruz County Outdoor Science School	$22,700.00	A three night, four day program of outdoor science and conservation education including meals and lodging for 55 students and two teachers from McCollam Elementary at Koinonia Conference Grounds in Watsonville, CA. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	07/01/2025-06/30/2026	Santa Clara County Office of Education – Community School Services	Not to Exceed $48,000.00	SCCOE will provide community school services for the 2025-26 school year to ARUSD Middle Schools. Students released for discipline reasons will be enrolled in the SCCOE Community School Programs. Student Support Services reserves 3 allotments of $16,000 per site. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 013260

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

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

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

Name of Individual/Company: Santa Cruz County Outdoor Science School

Address: 400 Encinal St. City: Santa Cruz State: CA Zip: 95060

Phone: (831) 466-5600 Email: hmolloy@santacruzcoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates March 31, 2026 end date April 3, 2026

CONTRACTOR'S OBLIGATION:

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

A three night, four day program of outdoor science and conservation education including meals and lodging for 55 students and two teachers from McCollam Elementary at Koinonia Conference Grounds in Watsonville, CA.

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

X a. **Fee Rate:** $ 465.00 per student Not to Exceed $22,320 of services.

____ b. **Other:** $ _____

Describe other related costs: 190 per teacher x 2 = $380

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	~~9010~~ 3010	0	5815	00	1110	1000	000000	040	1190	$10,000.00	1/28/26
088	8210	0	5808	00	1110	4000	000000	040	0502	$12,700.00	
											1/28/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 1/26/26

Director of Fiscal Services: _____ Date: 1/28/26

Asst. Supt., of Business Services: _____ Date: 1/28/26

Superintendent: _____ Date: _____

SANTA CRUZ COUNTY OFFICE OF EDUCATION
Dr. Faris Sabbah, Superintendent
400 Encinal St. Santa Cruz, CA 95060

AGREEMENT

SANTA CRUZ COUNTY OUTDOOR SCIENCE SCHOOL

This agreement is entered into this **14th** day of **August** by and between the office of Santa Cruz County Superintendent of Schools, hereafter called "Superintendent" and **Alum Rock Union School District** in **Santa Clara County**, hereinafter called "District."

WHEREAS, sections 1700 *et seq.*, 8760 *et seq.* of the Education Code of the State of California authorizes the County Superintendent of Schools to contract with school districts to provide programs and classes in outdoor science and conservation education to pupils in the school district; and

WHEREAS, said Education Codes further authorize school districts to participate in such program provided under contract with the County Superintendent of Schools upon payment by the school district of the actual cost of providing such programs or classes;

NOW, THEREFORE, pursuant to such authority and in consideration of the mutual premises herein contained, the parties hereto agree as follow:

1. Superintendent agrees to conduct a program of outdoor science and conservation education during the school year **2025-2026** ("Outdoor Science School").

2. a. District agrees to participate with a minimum of 80 students of its fifth or sixth grade classes in said program during the Fall and/or Spring of the **2025-2026** school year and further agrees to pay the amount due according to the attached Fee Schedule. Payment is expected within 30 days of participation unless a prior written arrangement has been made. A Purchase Order number, or other appropriate authorization from the District, is to be attached to the signed acceptance form.

   b. District agrees to have at least one ***District-certificated teacher*** per thirty (35) students in attendance at the Outdoor Science School.

   c. If a student is unable to complete the program in which s/he is participating after arrival at the Outdoor Science School for any reason other than injury, illness, or family emergency, his/her absence shall not reduce the fee.

3. The District recognizes this activity is a school sponsored field trip and as such, agrees to provide transportation to and from the Outdoor Science School for all students, teachers and other personnel from the District, including accepting responsibility for transportation of students needing medical treatment due to injury and students who have been suspended from the Outdoor Science School program for infraction of the Outdoor Science School Program Rules, attached hereto.

4. The District agrees to share responsibility for the recruiting of the volunteer high school students that aid in the supervision of the visiting students. If the District recruits individuals 18 or older, the District shall submit an affidavit confirming a current Live Scan Fingerprint clearance 30 days in advance of participation for said adult volunteer.

5. The District shall give Superintendent at least thirty (30) days written notice if, for any reason, the guaranteed number of students will not attend. If, for any reason, more than 10% of the guaranteed number of students do not attend as agreed, and the written notification requirement, as indicated above, has not been met, the District will be held liable and will be billed for those program costs for

each non-attending student. If the District does follow the written notification requirement, the District will not be responsible for fulfilling the guaranteed number of students.

6. If Superintendent is delayed or hindered in or prevented from the performance of any service under this Agreement because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, pandemic, or other reason beyond the reasonable control of the Superintendent ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period.

7. District agrees that students and adult personnel will adhere to the Outdoor Science School Program Rules. If an infraction occurs, the Superintendent, in his/her sole discretion, reserves the right to exclude offender from the program and District will be billed for such offender if it is a student.

8. Each party shall protect, defend, indemnify, and hold the other party and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the indemnifying party's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with the indemnifying party's acts or omissions in the performance of its obligations under this Agreement, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that the indemnifying party's duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of the other party and its elected officials, officers, employees, representatives, and agents.

9. During the entire term of this Agreement, any extension thereof, District shall maintain in effect a policy or policies of comprehensive general liability insurance providing a minimum combined single limit coverage of $1,000,000 per occurrence and $2,000,000 aggregate for the defense of lawsuits and the payment of damages arising from bodily injury, sickness, or disease, and death to any persons, and property loss, damage; and destruction, for each accident or occurrence. Each said comprehensive or commercial general liability insurance policy shall name the Santa Cruz County Office of Education and the Santa Cruz County Superintendent of Schools as additional insured for all liability arising out of the operations by or on behalf of the name insured in the performance of this Agreement. Documentation of insurance shall be provided to the Superintendent prior to the implementation of any services under this Agreement.

10. It is understood and agreed to by the parties hereto that Superintendent will exercise general supervision of the Outdoor Science School program and both parties will be responsible for providing sufficient personnel to ensure adequate supervision.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date above written

Santa Cruz Superintendent of Schools (or Designee)

School District: Alum Rock Union

Signature

Title

Date

Attachments: Statement of Policy, Attendance Dates, Tuition Schedule

SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBAH · SUPERINTENDENT OF SCHOOLS

BOARD OF EDUCATION
Mr. Ed Acosta
Ms. Alyssa Alto
Ms. Sandra Nichols
Ms. Sue Roth
Mr. Abel Sanchez
Mr. Bruce Van Allen

400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5600 • Fax (831) 466-5607 • www.santacruzcoe.org

October 20th, 2025

Addendum to the Agreement between Alum Rock Union Elementary School District and the Santa Cruz County Office of Education.

Scope of Work for Alum Rock Union Elementary School District 5th grade students to participate in the Santa Cruz County Outdoor Science School Program:

McCollam Elementary (54 students and 2 staff) and Russo McEntee (35 students and 2 staff) will participate in the Santa Cruz County Outdoor Science School program in the 2025-2026 school year. Participants will spend four days and three nights at the science school. Students will build on their scientific understanding of the natural environment through experiential education with activities such as hikes, science investigations, and nature journaling led by instructors. Students will sleep in cabins with bunk beds. The outdoor science school will serve hot meals, family style, in the dining hall (three dinners, three breakfasts and two lunches) and a snack in the afternoons. Cost for the 4day/3night program is $465.00 per student and $190.00 per teacher.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 10547

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

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

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

Name of Individual/Company: Santa Clara County Office of Education - Community School Services

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408) 453-6500 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2025 end date June 30, 2026

CONTRACTOR'S OBLIGATION:

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

SCCOE will provide community school services for the 2025-26 school year to ARUSD Middle Schools. Students released for discipline reasons will be enrolled in the SCCOE Community School Programs. Student Support Services reserves 3 allotments of $16,000.00 per site.

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

X a. **Fee Rate:** $16,000.00 per Slot (3 Slots) Not to Exceed $48,000.00 of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	7142	00	9000	9200	000000	340	1823	$48,000.00	2/2/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 2/2/26

Director of Fiscal Services: _____ Date: 2/2/26

Asst. Supt., of Business Services: _____ Date: 2/2/26

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Alum Rock Union School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Union School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding SCCOE providing community school services to School District.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

The SCCOE operates community schools which provide services ("Community School Services") for students of Santa Clara County; and the SCCOE is able to fund Community School Services on an ongoing basis only if enrollment is sufficient to generate state Average Daily Attendance (ADA) funding, and the allotment fees are adequate for a significant portion of such ongoing operations; and, the School District desires to have access to the Community School Services for its resident students.

3. Responsibilities

3.1. The Agency Responsibilities:

Designation of Students. The School District shall notify the SCCOE in writing of the projected number of students the School District intends to enroll with the SCCOE to provide education at the SCCOE community schools during the ensuing school year. The number of allotments will be used to project staffing rates for the coming school year.

District Release. Only students released by their district of residence will be enrolled in community schools. A released student will be continuously enrolled for the entire school year, unless the district withdraws the student, or the student is terminated by community schools and referred back to District of Residence

3.2. Successors. Should School District reorganize in accordance with state statutes, this Agreement shall be considered a liability of School District, not the SCCOE, and shall be carried by the successor school district or districts.

3.3. The SCCOE Responsibilities:

Provision of Services. Upon payment described below, the SCCOE shall provide Community School Services in the ensuing school year for the number of students designated by School District pursuant to Paragraph 1. Students can be referred to SCCOE programs with or without an expulsion. For

students with an IEP, it is essential that their level of services is aligned with the level of program referred to. Special Education referrals are routed through the Special Education Office to ensure that the student level of disability can be addressed at the Community School. Students may receive direct instruction, have access to online courses, engage in social emotional pro-social activities, participate in field trips to enhance their academic program, have work experience, and meet to discuss post-secondary planning. In addition, they will have access to weekly social emotional counseling (MSW/MFT) to help them meet the terms of their referral/expulsion plan and student need.

Additional Students. The SCCOE, at its sole and exclusive discretion, may offer Community School Services to more students from School District than were designated pursuant to Paragraph 1 ("Additional Student(s)") based on availability of space in the community schools. For each allotment/seat costs that were generated from Districts referring more students than allotments purchased will be billed at the end of the fiscal year.

Monthly Notice & Semester Notice. The SCCOE provides the School District a monthly report (commencing in October) of the number of students that the School District has enrolled at the SCCOE community school and/or programs pursuant to this Agreement, and how many designated spaces remain available for the School District for that school year. This is reported in the monthly District Representative Meetings. At the end of each semester the student roster will be reviewed and students who are either transferring back to District or not attending will be dropped from the district allotment/seat amount, thus freeing up potential seats for placements for the next semester.

3.4. Notice to the Parties. Notices required under this MOU shall be sent to the parties by certified US mail or email at the addresses set forth below, provided however, that the monthly notices may be provided via e-mail with the mutual agreement of the Parties:

Santa Clara County Office of Education		**Alum Rock Union School District**	
CONTACT PERSON	Sylvia Sanchez	CONTACT PERSON	Dr. Kiela Jimenez
STREET ADDRESS	1290 Ridder Park Drive	STREET ADDRESS	2930 Gay Ave.
CITY, STATE, ZIP	San Jose, CA 95131	CITY, STATE, ZIP	San Jose, Ca 91527
TELEPHONE	(408) 573-3208	TELEPHONE	408-928-6945
FAX		FAX	
EMAIL ADDRESS	sysanchez@sccoe.org	EMAIL ADDRESS	kiela.jimenez@arusd.org

4. Duration of Agreement

This Agreement begins on **07/01/2025** and ends on **06/30/2026.**

5. Articulation of Monies/Compensation

Community School Allotments purchased for **2025-2026 school year** is 3 at $16,000 per slot for a total of $48,000.00.

To properly budget for Community School Services, the SCCOE needs to know at least by **February 18** of the prior school year how many of the School District's resident students will participate in the SCCOE's community schools.

Payment for Services. For the 2025-26 school year and effective **August 1, 2025,** the School District shall pay the SCCOE an initial per-allotment/per-seat amount of **$16,000** per anticipated use to ensure that appropriate staff levels are achieved. **Allotments purchased after July 1, 2025, for the 2025-26 school year will be billed at $21,000 per student.** On a monthly basis commencing in October of each year, the Alternative Education Department will provide monthly updates to districts that include current enrollment, open seats, referred students, student transitions, court school topics, grades, credits, legislation updates that impact court and community schools, and program updates. This report illustrating allotment/seat usage will be reported back to the district during the District Rep Meetings held at SCCOE. The SCCOE strongly recommends that districts send a representative to this meeting to ensure effective collaboration between SCCOE, districts, county probation, juvenile courts, and community-based partners.

At the end of the school year a summary of usage will be provided to the District. The per-allotment/per-seat amount provides enrollment of one youth in for the duration of the referral. If the student does not enroll or leaves the placement, the seat is reopened to the district for additional referral. Additional seats/allotment costs that were generated from Districts referring more students than allotments purchased will be billed at total cost of the allotment of **$21,000** per seat/allotment.

Payments Non-Refundable. Once the School District has notified the SCCOE of the number of student allotments secured for the SCCOE community schools and based on the associated budget, the School District payment made pursuant to Paragraph 3 of this MOU shall be non-refundable, regardless of the number of students in attendance. School District acknowledges that these provisions, prohibiting refunds is necessary since SCCOE will have incurred expenses in reliance on the allotment requested by School District.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

- ☐ Yes, Data Sharing agreement/form attached
- ☒ No

7. Termination

SCCOE reserves the right to terminate the MOU with a 60-day notice in the event that the revenue generated by ADA and Fees are less than necessary to fund the Community Schools sufficiently. SCCOE will inform the District by certified US mail, email, and collaborate with the District to transfer students back to District.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by theparties.

8.3. **Severability:** Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. **Third-Party Beneficiaries**: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. **Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. **Use of SCCOE Name and Logo for Commercial Purposes:** Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. **Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 **Insurance:** The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 **Indemnification:** Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. An original, with all signatures appended together shall be deemed a fully executed Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable

document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: _____
Signature of Authorized SCCOE

Name: Dr. Matt Wayne

Title: Assistant Superintendent, Ed. Services

Date: _____

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: (408) 453-6511

Email: mwayne@sccoe.org

Alum Rock Union School District:

By: _____
Signature of Authorized Agency Official

Name: Sandra Garcia

Title: Interim Superintendent

Date: _____

Address: 2930 Gay Ave.
San Jose, Ca 95127

Phone: 408-928-6822

Email: sandra.garcia@arusd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

13.9

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: February 12, 2026

Subject: **Resolution # 44-25/26 Inventory Disposal**

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

Fiscal Impact: No

Budgeted: No

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve of the sale, donation and/or disposal, of surplus property listed on the attached sheet(s) dated February 12, 2026.

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

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

To the Board of Trustees:

Recommend Approval

13.9
Agenda Placement

Meeting: February 12, 2026
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
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 44-25/26
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY

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

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

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

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

PASSED AND ADOPTED this 12th day of February 2026, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, Board President _____

Andrés Quintero, Board Vice President _____

Minh Pham, Board Clerk _____

Corina Herrera-Loera, Board Member _____

Minh Nguyen, Board Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on February 12th, 2026.

_____
Sandra Garcia, Interim Superintendent

Vehicle to be Surplused			White Fleet		1/14/2026
Make		**License**		**VIN**	
GMC		1085451		1GTGG25R111156329	
GMC		1085450		1GTGG25R211178212	
CHEVY		1010151		1GCGG25R5W1073597	
CHEVY		1103957		1GNDM19W2VB205616	
ISUZU		1014974		4GTJ7C136XJ600681	
CHEVY		1013898		1GCGG25R6W1091937	
GMC		E049153		1GBJC34J9TE268380	
CHEVY		E050315		1GCGG35KX5F251985	
GMC		E401698		1GDGC34K5SE509151	
CHEVY		E049155		1GBHC34J0TE266760	
GMC		E401699		1GDJC34K7SE509142	
GMC		E428151		1GDGK29K8SE505446	
GMC		E401695		1GDGC34K8SE508446	
CHEVY		E049157		1GBJC34J5TE265928	
CHEVY		E049152		1GBHC34JXTE268127	
GMC		E401696		1GDJC34K1SE509816	
TORO		220000112		arusd# 2000004099	
JOHN DEER		NOT FOUND		ARUSD#2000004097	
TORO		30344-316000218		ARUSD#1001744	

Derek Jill 01-28-26

TRANSPORTATION

DEPT

ITSS SURPLUS EQUIPMENT DISPOSAL

DATE: JAN 27, 2026

CHROMEBOOKS	SERIAL	TAG
LENOVO 100E GEN 3	MP22DQ5F	IT11112
LENOVO 100E GEN 3	MP23HS58	IT12835
DELL 3100	4JTXRD3	IT08709
DELL 3100	52RVSD3	N/A
DELL 3100	DGYYRD3	IT08582
DELL 3100	4RBSSD3	N/A
DELL 3100	CWHZRD3	IT08609
DELL 3100	B87M1D3	IT07492
DELL 3100	G2P28F3	IT09404
DELL 3100	576S7F3	IT09320
DELL 3100	HZCZQF3	IT09288
DELL 3100	8XYXQF3	IT09240
DELL 3100	FWCS1D3	IT08086
DELL 3100	H5RS1D3	N/A
DELL 3100	JBSBRF3	IT09204
ACER C730	NXGC1AA0026281057F7600	N/A
ACER C730	NXGC1AA002629022967600	N/A
ACER C730	NXGC1AA002629022997600	N/A
ACER C730	NXGC1AA0026290228A7600	N/A
ACER C730	NXGC1AA002629022B07600	N/A
ACER C730	NXGC1AA00263314EEE7600	N/A
ACER C730	NXGC1AA002629022B87600	N/A
ACER C730	NXGC1AA0026290227E7600	N/A
ACER C740	NXEF2AA002528033867600	N/A
ACER C740	NXEF2AA00252801A517600	N/A
LENOVO 100E GEN 2	YX01R74V	IT10098
LENOVO 100E GEN 2	YX01R7HY	IT10063
ACER C731	NXGM8AA00182109FB27600	N/A
ACER C720	NXMJAAA0045190E0E57600	N/A
ACER C720	NXSHEAA0044372268E7600	N/A
ACER C720	NXSHEAA0044130B3F77600	N/A
ACER C720	NXSHEAA0044200F6107600	N/A
ACER C720	NXSEAA00440U0CADB7600	N/A
ACER C720	NXSHEAA004437220EB7600	N/A
ACER C720	NXSHEAA0044520AE757600	N/A
ACER C720	NXSHEAA004434165A27600	N/A
ACER C720	NXSHEAA0044080F6787600	N/A
ACER C720	NXSHEAA0044290BA177600	N/A
ACER C720	NXSHEAA00450307CF87600	N/A
DELL 3189	2X9Z7H2	N/A
DELL 3189	HDYY7H2	N/A
LENOVO 100E GEN 2	YX01Q7FF	IT09891
LENOVO 100E GEN 2	YX01Q6CG	IT09948
LENOVO 100E GEN 2	YX01Q6DD	IT09958
LENOVO 100E GEN 2	YX01Q7FC	IT09951
LENOVO 100E GEN 3	MP22JX8B	IT15388

LENOVO 100E GEN 3	MP22Q6JK	IT12620
LENOVO 100E GEN 3	MP2326C9	IT14731
LENOVO 100E GEN 3	MP22DQP2	IT11099
LENOVO 100E GEN 3	MP230PQ9	IT14740
LENOVO 100E GEN 3	MP22C6GQ	IT15026
LENOVO 100E GEN 3	MP2321E7	IT15728
LENOVO 100E GEN 3	MP22J1PK	N/A
LENOVO 100E GEN 3	MP23H8GK	IT12208
LENOVO 100E GEN 3	MP23H9FC	IT12574
LENOVO 100E GEN 3	MP22HYVP	IT12531
LENOVO 100E GEN 3	MP22DNH2	IT11343
LENOVO 100E GEN 3	MP23HHAR	IT13598
LENOVO 100E GEN 3	MP22HYZZ	IT12426
LENOVO 100E GEN 3	MP23HB45	IT12310
LENOVO 100E GEN 3	MP23HAVP	IT12319
LENOVO 100E GEN 3	MP23HCZ9	IT12325
LENOVO 100E GEN 3	MP22HYY7	N/A
DELL 3100	9W0RXF3	IT09654
ACER C721	NXHBNAA0019210D5F97600	IT04214
ACER C730	NXGC1AA00262810FD77600	N/A
GOOGLE PIXEL C0A	8802G0443A	N/A
GOOGLE PIXEL C0A	8913G04X9H	N/A
GOOGLE PIXEL C0A	8307G029F4	N/A
GOOGLE PIXEL C0A	8329G02JW3	N/A
GOOGLE PIXEL C0A	8329G02JWF	N/A
GOOGLE PIXEL C0A	8913G04X34	N/A
LAPTOPS	**SERIAL**	**TAG**
DELL E5500	5W3WSJ1	15093
LENOVO T13	LR08UBSE	1000153
LENOVO T13	LR08UBQG	N/A
LENOVO 100E GEN 2	P208XF8X	IT04148
DELL LATITUDE 7410	9PG2693	N/A
DELL LATITUDE 7410	8SC6693	N/A
DELL LATITUDE 7410	7XT7793	N/A
DELL LATITUDE E5500	3TBNTK1	00015321
DELL LATITUDE E5400	N/A	00016132
HP MT41	5CG51801JY	N/A
HP MT41	5CG5365L8M	N/A
HP MT41	USH537L103	N/A
DELL XPS 9343	128G162	2009731
DELL XPS 9343	HXSL162	2009955
DELL XPS 9343	DSCJ162	2009648
DELL XPS 9343	6HDG162	2009922
DELL XPS 9343	DCNM162	2010088
DELL XPS 9343	2FZM162	2009889
DELL XPS 9343	7YFK162	2009861
APPLE A2289	C02DH062P3YY	N/A
APPLE A1708	C02TVKEMHV27	2013244
APPLE A1708	FVFXR42GHV27	2013556
APPLE A1502	C02QDYDAFVH3	2010141
APPLE A1502	C02QDYEKFVH3	2010111
APPLE A1466	FVFCR7U1J1WK	IT10530
APPLE A1466	FVFCR7T1J1WK	1000000070
APPLE A1466	FVFCR8XNJ1WK	1000000074

APPLE A2337	FVFF1170Q6LW	1000001644
APPLE A1708	C02V4L8QHV29	N/A
APPLE A1708	C02V53WCHV29	N/A
APPLE A1502	C02SMQDFVH3	N/A
ACER TMX349-M-5375	NXVDFAA008702021877200	2013317
DELL XPS 9343	863K162	2009727
DELL XPS 9343	4VCF162	2009762
DELL XPS 9343	2GHP162	2009807
DELL XPS 9343	BC8K162	2009918
DELL XPS 9343	GBLG162	2009957
DELL LATITUDE 7410	BMN0693	N/A
DELL LATITUDE 7410	DV82693	N/A
ACER TMP215-52-7299	NXVLLAA0020342DD717600	1000000142
APPLE A1708	C02TVKAYHV27	2013231
APPLE A1708	C02TVK8CHV27	2013240
APPLE A1466	CJMQF100G943	2010098
APPLE A1466	C1MQF103G943	2010096
APPLE A1502	C02QDY9NFVH3	2010108
APPLE A1466	FVFCR8Z4J1WK	1000000054
DESKTOPS	**SERIAL**	**TAG**
HP ZERO CLIENT T310	2TG3110638	N/A
HP ZERO CLIENT T310	2TG4204921	N/A
HP ZERO CLIENT T310	2TG3110521	N/A
HP ZERO CLIENT T310	2TG3060724	N/A
HP ZERO CLIENT T310	2TG3111261	N/A
DELL OPTIPLEX 780	H181FP1	00016830
HP PAVILLION A6130N	CNX71902DK	N/A
DELL OPTIPLEX 3080 MICRO	CM1VWM3	1000001870
DELL OPTIPLEX 790	3BBGTR1	2000368
TABLETS	**SERIAL**	**TAG**
APPLE IPOD A1367	C3LG6PJJDCP7	N/A
NUU TAB 8 PLUS	LDT8P233200415	N/A
APPLE IPAD A1395	DMPFW3N9DFHW	2000113
SAMSUNG GALAXY S6 PHONE	N/A	N/A
APPLE IPAD A1822	DMPTQF1AHLFF	N/A
APPLE IPOD A1367	C3LG6JPPDCP7	N/A
APPLE IPOD A1367	CCQFFGHNDCP7	N/A
APPLE IPOD A1367	C3LFFQVLDCP7	N/A
APPLE IPAD MINI 2 A1489	F9FPL10PFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPK83HFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPK7ZAFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL0QJFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL0B0FCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPJFZHFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPKAYHFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL00UFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL07NFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPKAMEFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL0ZTFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL182FCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPJG2EFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPK7VVFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL08XFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL0X0FCM5	N/A

APPLE IPAD MINI 2 A1489	F9FPL0R7FCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL075FCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL0ASFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPH02VFCM5	N/A
APPLE IPAD MINI 2 A1489	DMPR3084FCM8	N/A
APPLE IPAD MINI 2 A1489	DMPR30HKFCM8	N/A
APPLE IPAD MINI 2 A1489	F9FPL04FFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL0TGFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL0UTFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL022FCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPK7XTFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPKB4QFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPJAABFCM5	N/A
APPLE IPAD MINI 2 A1489	F9FPL04EFCM5	N/A
APPLE IPAD A2197	F6MCKJMCMF3M	N/A
APPLE IPAD A2197	F9FCH383MF3N	N/A
APPLE IPAD A1566	DMPRKDHDGSVW	2012218
APPLE IPAD A1566	DMPRKDKRGSVW	2012213
APPLE IPAD A1566	DMPRKDJRGSVW	2012203
APPLE IPAD A1489	F9FPL0GWFCM5	N/A
PROJECTORS	**SERIAL**	**TAG**
EPSON 695WI	X28C7200652	001000086
HITACHI CP-X265	F7F008431	00012795
DELL 3200MP	J702X21	08926
HITACHI CP-X305	F7JU02141	00013401
HITACHI CP-X305	F7JU02148	00013398
HITACHI CP-X809	G9A000807	00015248
HITACHI CP-X265	F7F008417	00012781
HITACHI CP-X265	F7F008419	00012799
PRINTERS	**SERIAL**	**TAG**
HP LASERJET PRO 400	PHGFC20217	N/A
HP LASERJET 500 COLOR M551	CNCCF710K9	2002230
OTHER	**SERIAL**	**TAG**
ACTIVIEW AV322 DOC CAM	A03D10628	2002853
ACTIVSLATE 60	S1405050018	N/A
CISCO IP PHONE 7961	FCH1211983J	N/A
ACTIVESLATE PRM-RS1-01	0808934079	N/A
AIR-AP3802I-B-K9	FCW2152N3G5	N/A
AIR-AP3802I-B-K9	FCW2319N785	N/A
CISCO IP PHONE 7941G	FCH12118X77	N/A
CISCO IP PHONE 7911G	FCH12168ATP	N/A
CISCO IP PHONE 7911G	FCH12168DHS	N/A
CISCO AIR-CAP3602I-A-K2	FTX1633R36K	2001864
CISCO AIR-CAP3602I-A-K2	FTX1633GL46	2001251
ATLAS SOUND 18SCF+	SNU3660131721600017	N/A
ATLAS SOUND 18SCF+	SNU3660130231800032	N/A
ATLAS SOUND 18SCF+	SNU3651081971300015	N/A
PLANTRONICS HEADSET CS510/HL10	0RB4PY	N/A
DELTA FIORANO 6.0 SERVER PSU	DTM163202DG	N/A
EMERSON AA25780 SERVER PSU	AZS162103NP	N/A
EMERSON AA25780 SERVER PSU	AZS162103NS	N/A
CISCO NETWORK SWITCH CATALYST 3750	FDO1644Z172	1000188
CISCO NETWORK SWITCH CATALYST 3750	FDO1701P0W8	1000538
MONITORS	**SERIAL**	**TAG**

19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
24"	36K28R2	IT10950
17"	N/A	N/A
17"	N/A	N/A
17"	N/A	N/A
17"	N/A	N/A
17"	N/A	N/A
17"	N/A	N/A
17"	N/A	N/A
17"	N/A	N/A
WALKIE TALKIES	**SERIAL**	**TAG**
VERTEX VX-231	1P4I180481	N/A
VERTEX VX-231	1P3B9620.	N/A
VERTEX VX-231	1P4I180482	N/A
VERTEX VX-231	1P4L220784	N/A
VERTEX VX-231	1P4L220783	N/A
VERTEX VX-231	1P4L220789	N/A
VERTEX VX-231	1P4I180566	N/A
VERTEX VX-261	276D261529	N/A
VERTEX VX-261	276G270298	N/A
VERTEX VX-261	278I300551	N/A
VERTEX VX-261	788026600113	N/A
VERTEX VX-261	277N260402	N/A
VERTEX VX-261	277C301145	N/A
MOTOROLA MAG ONE	0275TC1521	N/A
MOTOROLA MAG ONE	0275SX0780	N/A
MOTOROLA MAG ONE	0275SX0742	N/A
MOTOROLA MAG ONE	0275SX0758	N/A

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

13.10

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 12, 2026

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

13.10
Agenda Placement

Meeting: February 12, 2026
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
February 12, 2026 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Lyndale Elementary School Jackie Montejano	03/02/2026-06/05/2026	Lore LLC DBA Challenge Island	$3,925.00	Challenge Island will engage students in a Tie-Dye activity. They will each create their own unique tie-dye patterns on their t-shirts and apply color. Funding: Restricted
Academic Services Yeny Rosales-Aleman	02/13/2026-06/30/2026	Kormir Minds	Master Not to exceed $20K per site	Contract Language Change: CO 268158, Board approved August 28, 2025. Original Contract amount: $54,000. New Contract amount: $54,000. Convert Original Contract to ARUSD Master contract for all ARUSD sites to utilize from February 13th through June 30th, 2026. Not to exceed $20,000 per site. Funding: General or Restricted
Child Nutrition Services Denisse Mendez	07/01/2025-06/30/2026	ACME Pacific Repairs	$15,000.00	Contract Extension: CO 268031, Board approved June 26, 2025. Original Contract amount: $30,000. New Contract amount: $45,000. Increase for the repair/maintenance of the refrigeration units which includes incidental materials and supplies as part of the cost of the service. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

M.O.T. Eric Wasinger	11/01/2025- 06/30/2026	Cintas Corporation	$17,366.00	Ratify - Lease and maintenance of work appropriate uniforms and shirts, along with the exchange of uniforms and shirts for the following departments: Maintenance, Operations, Transportation, and Warehouse. Funding: General & Restricted
M.O.T. Eric Wasinger	02/13/2026- 06/30/2026	Harry L. Murphy, Inc.	$17,600.00	Harry L. Murphy Inc. will furnish and install new game lines to the Ocala New Gym at 2888 Ocala Avenue, San Jose. The game lines include Basketball, Basketball, and Volleyball. Funding: Restricted
Special Education Anthony Colonna	02/13/2026- 06/30/2026	Cognitive Diagnostic Associates	$3,500.00	Cognitive Diagnostic Associates will conduct an Independent Educational Evaluation (IEE) in the area of Adapted Physical Education (APE). Funding: Restricted
Special Education Anthony Colonna	02/13/2026- 06/30/2026	Positive Solutions, Inc	$5,500.00	Positive Solutions will conduct an Individual Educational Evaluation (IEE) in the area of Functional Behavioral Assessment (FBA) and Special Circumstance Instructional Assistance (SCIA) per parent request. Funding: Restricted
Special Education Anthony Colonna	02/13/2026- 06/30/2026	Kolibri Educational Psychology, PC	$5,000.00	Kolibri Educational Psychology will conduct an Independent Educational Evaluation (IEE) evaluation in Psychoeducational assessment per parent request. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Special Education Anthony Colonna	02/25/2026- 06/30/2026	Mind by Design	$8,000.00	Mind by Design will conduct an Independent Educational Evaluation (IEE) in the area of Psycho-educational evaluation (includes achievement) per parent request. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Lyndale ES (School/Dept.) VENDOR NO. 300489

Submitted by: Jackie Montejano

☑ 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: Lore LLC DBA Challenge Island

Address: 1341 Dentwood Dr. City: San Jose State: CA Zip: 95118

Phone: (408) 507-1651 Email Address: cramdass@challenge-island.com

SSN: _____ or Fed I.D. #: 83-3102182

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on March 2, 20 26, and will diligently perform as required and complete performance by June 5, 20 26, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Hands On Science-Challenge Island will engage students in a Tie-Dye activity. They will each create their own unique tie - dye patterns on their t-shirts and apply color.

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:** $ 3,925.00 (describe rate agreement) All students will be participating

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	6332	0	5815	00	1110	3130	000000	030	6332	$3925.00	1/21/26
											1/21/26

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

TASK AND DATE OF DELIVERY

Date: March 2026 (Date to be confirmed at a later date)

Venue: Lyndale Elementary School,
13901 Nordyke Drive
San Jose CA 95127

Classes: 16 classes

Number of Participants: All students of Lyndale Elementary School

Activity: Students will engage in a Tie-Dye activity. They will each create their own unique tie-dye patterns on their t-shirts and apply color.

COST
385 participants x $10 = $3,850
4 participants x $15 = $75
TOTAL = $3, 925

REMARKS:
Day one - Challenge Island Staff will introduce various examples to the students and show ways they can tie the t-shirts . Students will be given materials that they will work with.
We can see large groups of students in an enclosed space with tables that students can work on.

Day two – Classes will take turn in visiting the tie-dye station to apply color on the t-shirts they prepared the previous day.

Challenge Island will provide all materials for the project, lead the activity and clean up after the activity.

Thank you for your time and consideration.
Candida Ramdass.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268158

Original PO Amount $_____ Contract Original Amount: $54,000

Vendor Name: KORMIR MINDS, LLC Vendor No. 301689

Please check:

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

CONTRACTS ONLY

Change Orders:
Contracts Original Amount $_____
Change Order #: _____ $_____
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total $_____
(including Change Orders)

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

1/29/26

Reason for Adjustment:
Convert to ARUSD Master contract for all ARUSD sites to utilize from February 13th through June 30th, 2026. Not to exceed more than $20,000 per site.

School/Dept.: Academic Services Requested by: Yeny Rosales-Aleman

Approval: _____ 1/29/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ 1/29 Director/Program Manager

_____ 1/30/26 Director of Fiscal Services

_____ Procurement Manager

Date Requested: 01/29/2026 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.)

Komir MINDS
CREATIVE EDUCATION

Professional Fees

Total fees for the scope of work are $54,000. Komir Minds LLC will invoice after each completed professional development.

Scope of Work and Role Agreement

In accordance with the Alum Rock Union School District Master Document, Komir Minds is converting to ARUSD Master contract for all ARUSD sites to utilize from February 13th through June 30th, 2026. Not to exceed more than $20,000 per site.

Komir Minds values your partnership and will make every effort to complete services in the agreed-upon timeframe. The district will hold Komir Minds harmless for any district-initiated canceled and unscheduled sessions. The Komir Minds team will work with district/site staff to reschedule alternative dates within reason. We rely on the collaboration of our school partners to ensure scheduling and data needs are met and we will communicate promptly to develop alternatives if partner or data availability becomes a concern. From time to time, the proposed services and timeline outlined in this scope of work may need to be adjusted to meet the needs on the ground.

Purchase Order **No.** CO 268158

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

Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2798
Accts Payable: 408-928-6858
Purchasing: 408-928-6838

COPY

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

VENDOR: 301689 Phone: (323)747-2346
Fax:
Email:

TO: KOMIR MINDS LLC
2630 ELEMENTS WAY
IRVINE CA 92612

PO DATE	SUBMITTED BY	SITE NAME	REQ. NO.
09/04/2025	MARIELA HEREDIA	ACADEMIC SERVICES	260971
TERMS	AUGUST 28.25 FIRMS FOB	YENY ROSAALES DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		********* SERVICE CONTRACT ********* KOMIR MINDS WILL PROVIDE 9 SESSIONS OF PROFESSIONAL DEVELOPMENT FOR ELD STRATEGIES. THESE INCLUDE INTERACTIVE FULL DAY SESSIONS TO PROVIDE EDUCATORS WITH THE TOOLS TO ENHANCE THEIR TEACHING AND CREATE INCLUSIVE, DYNAMIC LEARNING ENVIRONMENTS. TERM: 08/29/2025 - 06/30/2026 BOARD APPROVED AUGUST 28, 2025	54,000.00	54,000.00	000000

Sub Total	54,000.00
Tax	0.00
Shipping & Handling	0.00
PO Total	54,000.00

PO VENDOR INSTRUCTIONS

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

By _____ AUTHORIZED SIGNATURE

VENDOR COPY

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. CO 268031 Contract Original Amount: $ 30,000

Vendor Name: ACME Vendor No. 10681

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	$ 30,000.00
Change Order #: 1	$ + 20,054.29
Change Order #: 2	$ - 5,054.29
Change Order #: _____	$ _____
New Contract Total (including Change Orders)	$ 45,000.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR 000000	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	130	5310	0	5660	00	0000	3700	000000	480	3700	+20,054.29	
2	130	5310	0	4370	00	0000	3700	000000	480	3700	-5,054.29	

Reason for Adjustment:

To disencumber the amount of $5,054.29 in account 4370, and increase $20,054.29 to account 5660 since the repair/maintenance of the refrigeration units includes incidental materials and supplies as part of the cost of the service. The new contract total will be $45,000.00.

PURCHASING
JAN 16 2026 AM10:1

School/Dept.: Child Nutrition Services Requested by: Romalea Galaviz

Approval: _____ 1/20/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Program Manager

_____ Purchasing Manager

Date Requested: 1/16/2026 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.)

Docusign Envelope ID: CB3D5B8A-CD4C-443A-A546-F8D060BB9EC8

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Child Nutrition Services (School/Dept.) VENDOR NO. 10681

Submitted by: Denisse Mendez, Director

☑ **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: Cathy Chandler, Manager / ACME Pacific Repairs, Inc.

Address: 135 Lindbergh Ave., Ste. # D City: Livermore State: CA Zip: 94551

Phone: (510) 250-3458 Email Address: cchandler@acmepacificrepairs.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, 20 25, and will diligently perform as required and complete performance by June 30, 20 26, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
ACME Pacific Repairs, Inc. to provide hot equipment service repairs of hot kitchen equipment: ovens, warmers convection ovens, retherm ovens, and steam tables. All equipment used for heating and holding food for ARUSD students of the Child Nutrition Services.

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:** $ 185.00/hr. 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:** $ 190.00/traveltruck (describe rate agreement) Maximum/Not to exceed $30,000.00

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
130	5310	0	5660	00	0000	3700	000000	480	3700	$20,000.00	6/5/25
130	5310	0	4370	00	0000	3700	000000	480	3700	$10,000.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Docusign Envelope ID: B6E630A9-C3F9-4B7C-8FB5-F4CF81EACD6F

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T. (School/Dept.) VENDOR NO. 022558

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: Cintas Corporation

Address: 904 Holloway Road City: Gilroy State: CA Zip: 95020 Phone: (408) 852-4138 Email Address: Amanda.Squiers@cintas.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 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").

Lease and maintenance of work appropriate uniforms and shirts, along with the exchange of uniforms and shirts for the following departments: Maintenance, Operations and Transportation and Warehouse.

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:** $17,366.00 (describe rate agreement) 11/01/2025 - 06/30/2026 (8 months)

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	8100	000000	450	8120	6,535.59	1/30/26
010	0000	0	5815	00	1110	3600	000000	470	3270	6,535.59	
010	0000	0	5815	00	0000	7200	000000	433	7370	560.20	1/30
050	8150	0	5815	00	0000	8100	000000	450	8130	3,734.62	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Docusign Envelope ID: B6E630A9-C3F9-4B7C-8FB5-F4CF81EACD6F

Workplace Solutions
Cooperative Acceptance Agreement

CINTAS READY FOR THE WORKDAY

Location #: 0630
Contract #: 210917084
Customer #: 16668395
Main Corporate Code → **Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348**
GPO CC #13897 GPO Agreement #211011196

(If locally managed MLA please replace agreement # with current Locally Managed MLA)

Date:

Customer/Participating Agency: ALUM ROCK UNION SCHOOL DIST ("Customer") Phone:

Address: 2930 GAY AVE City: SAN JOSE State: CA Zip: 95127

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
x912	CINTAS CLASSIC COVERALL	☐ Yes ☐ No	.395	
x61581	KNIT SHRT/POLY/CLASSIC NAVY	☐ Yes ☐ No	.311	
X275	POLO/POLY/BLACK/	☐ Yes ☐ No	.369	
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").

Standard Name Emblem	$ 1.601 ea	Standard Agency Emblem	$ 3.177	ea
Custom Agency Emblem	$ 3.655 ea	Embroidery	$	ea
Uniform Advantage	Item: X912, x61581, x275		$ .165, $178.03	ea per week
Premium Uniform Advantage	Item:		$	ea per week
Emblem Advantage	Item:		$	ea per week
Prep Advantage	Item:		$	ea per week
Minimum Charge	$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	$ 1.975 per garment			
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			$ .182	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	$			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $ per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other				

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X10184	3X5 ACTIVE SCRAPER	01	1	2.822
X2160	SM SHOP TWL-RED-	01	150	.076
X6002	ROLLING RACK-	01	3	2.541

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: 2160	% of inventory 5	$ .592	ea
Automatic Lost Replacement Charge	Item:	% of inventory	$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: Amanda Squiers Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement #001299 available at https://www.omniapartners.com/publicsector.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
   a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
   b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
   c. Fees: Arbitration fees will be assessed consistent with the AAA Rules.
   d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
      FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
   e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
   f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
   In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: Amanda Squiers Customer Initials:

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
    - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality?
    ☐ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
    Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
    ☐ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
    Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
    ☐ Yes, additional terms required
    ☐ No additional terms needed
    (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 0630
Cintas Representative Signature: Amanda Squiers
Title: Service Manager
Accepted-GM:
Cintas Enterprise Account: ☐ Yes ☐ No
Cintas Enterprise Partner Name:

Customer Signature: Eric Wasinger
Print Name: ERIC WASINGER
Print Title: SENIOR EXECUTIVE OF BOND MGT
Email:
Customer Contact:
Customer Contact Email:

Cintas Representative Initials: Amanda Squiers Customer Initials:

Docusign Envelope ID: B6E630A9-C3F9-4B7C-8FB5-F4CF81EACD6F

Accounts Payable Contact Billing Information

CINTAS READY FOR THE WORKDAY

How should the Business Name read on the invoice? Alum Rock Union School Dist

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☒ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: Mariela Heredia

Account Payable Contact Phone #: (408) 928-6854

Account Payable Email: accounts.payable@arusd.org

Payer Street Address: 2930 Gay Ave

City: San Jose ST/PROV: CA ZIP/PC: 95127

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

☒ **Same as Payer** OR ☐ **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☒ **Leave at Site and Email** ☐ **Email Only** ☐ **Physically Mail** ☐ **Leave at site after service**

Do invoices require a purchase order? ☐ **YES** ☐ **NO** **If yes,** please provide PO#

Will the same PO need to appear on each invoice? ☐ **YES** ☐ **NO** Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☒ **Check**

☐ **ACH/EFT** - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ **Credit Card** - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: Amanda Squiers Customer Initials:

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Additional sites added at a later date will be required to sign the attached Exhibit A with a minimum term of 36 months.

Cintas Representative Initials: Amanda Squiers Customer Initials:

LOCATION LISTING

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

Board of Trustees: Date: January 30, 2026

Subject: **Harry L. Murphy, Inc.**
Furnish and install Ocala Game Lines

Support Information: Harry L. Murphy Inc. will furnish and install new game lines to the Ocala New Gym at 2888 Ocala Avenue, San Jose, CA 95148. The game lines include Basketball, Practice Basketball, and Volleyball

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Restricted Fund

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the contract with Harry L. Murphy Inc. for $17,600.00 for the fiscal year 2025-2026.

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

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

Recommend Approval

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 7338961E-0D5D-4C3D-BB78-29C5D2128DF8

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO:_____

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

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

VENDOR NO: 012641

ADDRESS: **42 Bonaventura Drive, San Jose, CA 95134**

TELEPHONE NUMBER: **(408) 955-1100**

FAX NUMBER: **(408) 955-1111**

TAX ID NUMBER: **94-1262416**

E-Mail: Angie@harrylmurphy.com

BOARD APPROVAL DATE: February 12, 2026

CONTRACT TERM: From: **February 13, 2026 – March 31, 2026**

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

A. One-line description for the Governing Board report: **Furnish and install new game lines to the Ocala new gym. The game lines include Basketball, Practice Basketball, and Volleyball**

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

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
140	0000	0	5815	00	0000	8100	000000	450	8131	$17,600.00

1/30/26

Program Manager/Principal _____ **Date:** 1-30-2026

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 1/30/26
Accountant

Director of Fiscal Services _____ **Date:** 1/30/26

Asst Supt, Bus Services _____ **Date:** 1/30/26

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

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

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

__X__ c. **Other: $17,600.00 (NTE)** FY: **2025-2026**

CONTRACTORS LICENSE # C-15 145985

DIR # 1000004204 Exp. 6/30/2025

HARRY L. MURPHY INC.
FLOOR COVERINGS

San Jose, CA. *Sacramento, CA.*

DATE	Estimator
11/7/2025	Mario Saucedo

Work Proposal

CUSTOMER		PROJECT	
Company:	Alum Rock Union Elementary School District	**Project Name:**	Ocala Game Lines
Address:	2930 Gay Ave. San Jose, CA 95127	**Address:**	2888 Ocala Ave San Jose CA 95148
Attn:	Juan Mendoza	**Project Contact:**	Juan Mendoza
Phone #	(408) 928-6871	**Phone Number:**	(408) 928-6871
Email:	Juan Mendoza <juan.mendoza@arusd.org>		0

UNION SHOP * BONDABLE PRICES * PRICE GOOD FOR 60 DAYS

SCOPE OF WORK

We propose to furnish and install game lines in area specified by project contact
Basketball / Practice Basketball / Volley Ball game Lines
Base Bid Price is for one logo center court
Add ALT 1 to Base Bid for 2 logos at opposite ends of court

Item	Amount	Description	Break Down
prep/install	1080.00 LF	LABOR	$ 13,999.51
paint	3	BLACK QT KIT INCLUDES PT SPEC COMP B	$ 556.66
paint	2	GREEN QT KIT INCLUDES PT SPEC COMP B	$ 404.44
paint	2	WHITE QT KIT INCLUDES PT SPEC COMP B	$ 404.44
primer	2	GAMELINE PRIMELOCK	$ 223.90
decal	1	Ocala Logo	$ 809.16
		sundries	$ 661.93
		Tax @ 9.38%	$ 303.96
		Freight	$ 236.00
ALT 1	1	Add Amount for Additional Ocala Logo	$ 809.16
		**Base Bid Total	$ 17,600.00

Notes/ALTS:	
Inclusions:	Moisture TESTING / Minor floor prep included (expansion joints, filling hairline cracks), Regular Hours (7am-3:30pm)
Exclusions:	Moisture BARRIER /Abnormal / Unforeseen Subfloor Preparation, ramping, floating, leveling, grinding, sealing and additional cleaning Caulking, Furniture Moving, Finished Floor Protection Demo and Removal of existing flooring, adhesives and other substances on subfloor Janitorial Services: vacuuming, mopping, waxing, polishing, sealing Overtime Labor, added material cost due to Tariffs.

Authorization of the proposal:

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

Terms & Conditions: Payment and Performance Bond is excluded. HLM flooring Warranty is only for one year Our insurance is GL$2M Auto$2M WIC$1M only. Our Proposal is part of the contract.

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

01/09/2026

Docusign Envelope ID: AB234297-2630-4442-B58C-3CBDC9560240

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. _____

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: Cognitive Diagnostic Associates

Address: 4695 MacArthur Ct. 11th Floor City: Newport Beach State: CA Zip: 92660

Phone: (949) 478-4484 Email Address: admin@cdacompany.com

SSN: _____ or Fed I.D. #: 92-3733057

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 13, 2026, 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").
Cognitive Diagnostic Associates will conduct an Independent Eduacational Evaluation (IEE) in the are of Adapted Physical Education (APE).

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:** $3,500 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

_____ b. **Other:** $_____ (describe rate agreement) _____

_____

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	1120	000000	380	1820	3,500	1/8/26
											1/8/26

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

Cognitive Diagnostic Associates

4695 MacArthur Court, 11th Floor
Newport Beach, CA 92660
P: (949) 478-4484
F: (949) 818- 2522

INDEPENDENT EDUCATIONAL EVALUATION AGREEMENT AND SCOPE OF WORK

This Agreement is entered into and made effective as of February 13th, 2026, (the "Effective Date"), by and between **Cognitive Diagnostic Associates** (hereinafter referred to as "CDA"), 99 South Almaden Blvd., 6th Floor, San Jose, CA 95113, a national provider of Independent Educational Evaluations (IEEs), and **Alum Rock Union Elementary School District,** 2930 Gay Avenue, San Jose, CA 95127 an education agency (hereinafter referred to as "District").

RECITALS

WHEREAS, CDA employs licensed and credentialed professionals who are qualified to conduct a wide range of assessments pursuant to federal and state special education laws, in accordance with the Individuals with Disabilities Education Act (IDEA) and the respective state Education Code;

WHEREAS, CDA offers a comprehensive suite of IEEs including school neuropsychological, psychoeducational, functional behavior analysis (FBA), special circumstance instructional assistance (SCIA) evaluations, Educationally Related Mental Health Services Evaluation (ERMHS), Speech and Language Evaluations, Augmentative and Alternative Communication (AAC), transition assessments, occupational therapy (OT), Assistive Technology (AT), physical therapy (PT), adapted physical education (APE), speech and language, registered nurse (RN), Optometric assessment, Audiology assessment, and Expert Witness Services for mediation and Due Process Hearings.

WHEREAS, the District has determined that it requires the services of qualified independent evaluators to meet the educational needs of its students, and CDA is willing and able to provide such services in a timely and professional manner;

WHEREAS, CDA shall provide such services as an independent contractor and not as an employee or agent of the District;

WHEREAS, the District acknowledges the parents' right to an independent educational evaluation at public expense, and CDA's services are being provided pursuant to that right and do not imply endorsement by the District;

WHEREAS, the District's agreement to fund this independent educational evaluation shall not be construed as an admission of fault, liability, or inadequacy of its prior assessments or determinations;

Cognitive Diagnostic Associates

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NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Scope of Services

Cognitive Diagnostic Associates shall provide specialized independent educational evaluation services on an independent contractor basis, in accordance with applicable federal and state laws, regulations, and professional ethical standards governing practice.

Services under this Agreement include, but are not limited to, professional administration, scoring, interpretation, interviewing, record review, analysis, and written reporting for the following approved Independent Educational Evaluations.

Evaluations shall be conducted in accordance with Cognitive Diagnostic Associates' current Board-approved Assessment Services Rate Sheet for the current school year, which is attached hereto as **Exhibit A**. The Rate Sheet defines the scope, inclusions, and standard deliverables for each evaluation type.

Each specific assessment shall be memorialized in a written Scope of Work, attached hereto as **Exhibit B**, which shall include the student's identifying information, the type of evaluation(s) to be provided, and the associated fee. CDA shall ensure that all assessments are performed by appropriately credentialed and experienced professionals, and that reports meet professional standards and timelines where applicable.

2. Term

This Agreement shall commence on the Effective Date and shall remain in full force and effect through June 30th, 2026, unless earlier terminated as set forth in Section 7 herein. This Agreement may be extended by mutual written agreement of the parties.

Completion of the evaluation is contingent upon timely access to the student, receipt of required background documentation, and reasonable scheduling availability. If CDA is unable to obtain reasonable access to the student despite documented good faith efforts, CDA reserves the right to pause, extend, or terminate the evaluation without penalty.

Cognitive Diagnostic Associates

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3. Compensation and Payment Terms

The District shall compensate CDA in accordance with the rates specified in each Exhibit A. Invoices shall be submitted upon delivery of the final evaluation report to the District. Payment shall be made by the District within thirty (30) calendar days of the date on the invoice. Payment shall be mailed to **Cognitive Diagnostic Associates, 4695 MacArthur Ct., 11th Floor, Newport Beach, CA 92660.**

If the District fails to remit payment within the thirty-day window, the outstanding balance shall be subject to a late fee of five percent (5%) per thirty-day period. Interest will accrue on any unpaid amounts beginning on the thirty-first (31st) day following the invoice date. CDA reserves the right to pause services on pending cases if multiple invoices remain unpaid.

4. Independent Contractor Relationship

The parties agree that CDA and its providers are acting as independent contractors and not as employees, agents, or representatives of the District. CDA retains full control over the manner and means by which the services are provided, including the selection, assignment, and supervision of staff. The District shall not be responsible for the payment of any employment-related taxes, benefits, insurance, or withholdings related to CDA's personnel.

5. Tools, Materials, and Facilities

CDA shall provide, at its own expense, all necessary tools, equipment, instruments, protocols, software, and testing materials needed to complete the contracted services. Evaluations may be conducted at the student's school site, at a CDA-designated facility, or via secure tele-assessment methods as appropriate. CDA shall ensure that all facilities and technology used in the provision of services comply with applicable privacy and security regulations.

6. Intellectual Property

All written reports, protocols, records, data, and supplemental documents generated by CDA in the course of fulfilling this Agreement remain the intellectual property of CDA. CDA grants the District a limited, non-transferable license to use the completed reports solely for educational planning and decision making for the individual student, including IEP meetings and related dispute resolution proceedings.

All materials produced by CDA contain protected health information and education records. The District agrees to maintain all CDA materials in compliance with HIPAA, FERPA, and all applicable state and federal privacy laws. The District agrees to limit access to CDA materials to personnel with a legitimate educational interest and to implement administrative, physical, and technical safeguards to protect confidentiality.

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Reports must be presented in full and without alteration. The District shall not excerpt, paraphrase, quote out of context, reproduce, distribute, or modify any portion of CDA materials without prior written authorization from CDA. Unauthorized use, disclosure, or distribution of CDA materials constitutes a material breach of this Agreement and a violation of confidentiality obligations. In the event of unauthorized disclosure or misuse, CDA reserves the right to pursue all available legal remedies, including injunctive relief, monetary damages, and recovery of attorney's fees.

7. Termination

Upon execution, this Agreement is binding and irrevocable. The District waives any rights to terminate, cancel, withdraw from, or suspend this Agreement for any reason. The District agrees to cooperate fully until completion of the evaluation and delivery of the final report. Any withdrawal, refusal to cooperate, delay, denial of access, or other action by the District that interferes with completion of the evaluation constitutes a material breach of this Agreement.

In the event of breach by the District, the District remains obligated to pay the full contract amount, regardless of the stage of completion or services performed at the time of breach. The parties agree that the contract amount represents a reasonable estimate of damages incurred by CDA due to reserved professional time, evaluator scheduling, record review, administrative preparation, report drafting, and foregone professional engagements. The parties acknowledge that actual damages would be difficult to determine with precision.

CDA retains the sole right to terminate this Agreement in the event of District breach. Termination by CDA does not relieve the District of its obligation to pay the full contract amount. Payment remains due in accordance with the payment terms stated in this Agreement.

8. Indemnification

The District agrees to indemnify, defend, and hold harmless CDA, its officers, employees, agents, and affiliated practitioners from and against any and all claims, demands, liabilities, losses, damages, or expenses (including reasonable attorney's fees) arising out of or resulting from the District's use or misuse of CDA's work product in a manner inconsistent with this Agreement or applicable law.

9. Notices

All notices under this Agreement shall be in writing and delivered by personal delivery, certified mail, or electronic mail to the addresses listed herein. Notice is deemed effective upon receipt.

10. Assignment

The District shall not assign or transfer this Agreement, in whole or in part, without the prior written consent of CDA.

Cognitive Diagnostic Associates

4695 MacArthur Court, 11th Floor
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11. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Force Majeure

Neither party shall be liable for failure to perform due to events beyond reasonable control, provided the affected party gives prompt notice and resumes performance as soon as practicable.

13. Records Access and Cooperation

The District agrees to timely provide access to all educational records, relevant staff, school sites, and information necessary to complete the evaluation in compliance with IDEA and applicable state law.

14. Attorneys' Fees

In any action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

15. Authority to Execute

Each signatory represents and warrants that they have the authority to bind the party on whose behalf they execute this Agreement.

16. Insurance

CDA represents and warrants that it maintains current and sufficient general liability and professional liability (errors and omissions) insurance coverage for the services performed under this Agreement. Evidence of such insurance shall be provided to the District upon request.

17. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action or proceeding concerning this Agreement shall be initiated and maintained in the courts of Orange County, California, which shall have exclusive jurisdiction.

Cognitive Diagnostic Associates

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18. Entire Agreement

This Agreement, including all attached exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof. It supersedes all prior agreements, representations, and understandings, whether oral or written. Any modifications or amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COGNITIVE DIAGNOSTIC ASSOCIATES	**DISTRICT**
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Signature: _____	**Signature:** _____
Date: _____	**Date:** _____

Cognitive Diagnostic Associates

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Cognitive Diagnostic Associates
Assessment Services Rate Sheet
EXHIBIT A

Effective Date: July 1, 2025 - June 30, 2026 School Year

Assessment Types and Rates:

1. **Expert Witness Services**
   - **Rate:** $695/hour
   - Inclusions:
     - Review of case records, including but not limited to court records, psychoeducational evaluations, IEPs, assessment reports, and educational records.
     - Preparation of written declarations, summaries of opinions, or comprehensive expert reports, as requested.
     - Consultations with legal counsel to clarify findings and case details.
     - 3 hour minimum retention.
     - Courtroom testimony (virtual), including direct and cross-examination.
     - Attendance at mediation sessions or resolution meetings, if applicable.
     - Travel time billed at standard hourly rate (if applicable).

2. **Psychoeducational Assessment:**
   - Rate: $7,000
   - Inclusions:
     - Comprehensive assessment for cognitive and academic functioning, including but not limited to intellectual abilities, memory, processing speed, and academic skills.
     - Behavioral observations during assessment sessions, both in the classroom and office, to provide insights into behavioral patterns that might affect learning and performance.
     - Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

3. **Neuropsychological Assessment:**
   - Rate: $8,760
   - Inclusions:
     - In-depth assessment of cognitive functions, executive functioning, emotional regulation, and adaptive behavior, including but not limited to cognitive processes such as attention, memory, language, and problem-solving.

Cognitive Diagnostic Associates

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P: (949) 478-4484
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- Behavioral observations during assessment sessions, both in the classroom and office, to capture real-time behavioral responses in various contexts.
- Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

4. **Functional Behavioral Analysis:**
   - Rate: $5,600
   - Inclusions:
     - In-depth analysis of behavioral patterns, triggers, and responses to better understand and address challenging behaviors. Including but not limited to classroom and environment observations.
     - Collaborative discussions with educators, parents, and relevant professionals to develop behavior intervention plans and strategies.
     - Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

5. **ERMHS/ERICS Evaluation:**
   - Rate: $5,600
   - Inclusions:
     - In-depth analysis, including but not limited to social-emotional evaluation to better understand and address needs. Classroom and in-environment observations as needed.
     - Collaborative discussions with educators, parents, and relevant professionals to develop behavior intervention plans and strategies.
     - Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

6. **SCIA Evaluation (Special Circumstances Instructional Assistance):**
   - Rate: $5,600
   - Inclusions:
     - In-depth analysis, including but not limited to, social-emotional evaluation, Environmental Observation, Independence Plan, Fading Plan to better understand and address needs.
     - Collaborative discussions with educators, parents, and relevant professionals to develop behavior intervention plans and strategies.

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- Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

7. **Transition Planning Evaluation:**
   - Rate: $5,600
   - Inclusions:
     - In-depth analysis, including but not limited to vocational assessment, post-secondary education planning, life skills evaluation, and community-based instruction needs.
     - Collaborative discussions with educators, parents, and relevant professionals to develop individualized transition plans and strategies.
     - Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

8. **Speech and Language Assessment:**
   - Rate: $3,500
   - Inclusions:
     - Comprehensive evaluation of speech and language skills, including but not limited to articulation, phonology, expressive and receptive language, and pragmatic language abilities.
     - Identification of language-related challenges that might impact communication and academic participation.
     - Behavioral observations during assessment sessions to understand communicative patterns and social interactions.
     - Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

9. **Augmentative and Alternative Communication (AAC) Evaluation:**
   - Rate: $3,500
   - Inclusions:
     - Comprehensive evaluation of expressive and receptive communication skills to determine appropriate AAC supports, including but not limited to speech-generating devices, communication boards, and symbol systems.
     - Assessment of motor, sensory, and cognitive factors that may affect AAC access and use, including trialing of multiple AAC systems or devices as appropriate.

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- Collaboration with educators, parents, and related service providers (e.g., SLP, OT, AT specialist) to ensure AAC recommendations are functional and feasible within educational and home settings.
- Recommendations for device selection, vocabulary organization, and communication partner strategies to support consistent use across environments.
- Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

10. **Occupational Therapy Assessment:**
    - Rate: $3,500
    - Inclusions:
        - Holistic evaluation of fine and gross motor skills, sensory processing, self-care abilities, and functional performance, including but not limited to identifying challenges affecting daily life activities.
        - Collaboration with educators and parents to develop individualized strategies for promoting functional independence.
        - Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

11. **Assistive Technology Assessment**
    - Rate: $3,500
    - Inclusions:
        - Comprehensive evaluation of a student's access needs across academic, communication, and daily functional tasks, including but not limited to learning tools, mobility supports, and communication systems.
        - Assessment of current technology use and identification of barriers, with recommendations for appropriate devices, software, and strategies to enhance access to curriculum and independence.
        - Collaboration with educators, related service providers, and parents to ensure recommendations are practical, evidence-based, and tailored to the student's unique environment.
        - Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

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12. **Adapted Physical Education Assessment:**
    - Rate: $3,500
    - Inclusions:
        - Comprehensive assessment of motor skills, physical abilities, and fitness levels of students with disabilities, including but not limited to the development of tailored physical education goals and strategies.
        - Consultation with teachers, parents, and relevant professionals to ensure effective integration of adapted physical education.
        - Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

13. **Medical Doctor or Registered Nurse Education Assessment:**
    - Rate: $3,500
    - Inclusions:
        - Comprehensive assessment of patients' health conditions, including but not limited to vital signs, medical history, and symptoms. Evaluation of medication regimens, adherence, and potential drug interactions. Implementation of nursing interventions and treatments as appropriate to address patient needs.
        - Consultation with teachers, parents, and relevant professionals to ensure effective integration of adapted physical education. Documentation of assessment findings and care provided in accordance with regulatory standards and best practices.
        - Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

14. **Physical Therapist Assessment:**
    - Rate: $3,500
    - Inclusions:
        - Comprehensive assessment of the patient's physical conditions, encompassing medical history and symptoms, both within and outside the school environment. Evaluation of musculoskeletal function, range of motion, strength, and mobility, considering activities both in and out of school.
          Analysis of functional abilities and limitations in various contexts, including school-related activities and activities of daily living.

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- Development and implementation of personalized treatment plans, including therapeutic exercises, manual therapy, and modalities, tailored to address needs across different settings.
- Consultation with teachers, parents, and relevant professionals to ensure effective integration of adapted physical education.
- Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

15. **Optometrist Assessment:**
    - **Rate:** $3,500
    - Inclusions:

        - Comprehensive assessment of the student's visual health and function, including but not limited to medical history, visual acuity, refractive status, eye alignment, binocular coordination, and ocular health, both in and out of the academic environment.
        - Evaluation of visual efficiency and processing skills as they relate to learning, classroom performance, and daily activities.
        - Analysis of visual demands and limitations in various settings, with recommendations for accommodations, interventions, or further referrals (e.g., vision therapy or low vision services, if appropriate).
        - Collaboration with teachers, parents, and related service providers to interpret visual needs and how they impact access to the curriculum.
        - Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

16. **Audiologist Assessment:**
    - **Rate**: $3,500
    - Inclusions:

        - Comprehensive audiological evaluation, including review of medical and educational history, and interpretation of existing hearing screening data.
        - Administration of age-appropriate hearing assessments including but not limited to pure-tone audiometry, tympanometry, otoacoustic emissions (OAEs), and speech audiometry.
        - Assessment of auditory processing abilities, if indicated, with attention to classroom impact and learning accessibility.

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- Collaboration with school-based providers, including speech-language pathologists and special education staff, to contextualize findings within the IEP process.
- Recommendations for classroom accommodations, assistive listening devices, or further medical referral, as needed.
- Attendance at up to 1 IEP meeting (maximum 2 hours) via Zoom to discuss assessment findings, recommendations, and potential accommodations. Additional IEP meetings are billed at $295 per hour.

Additional Information:

- The rates listed above encompass the entire assessment process for the specified assessment type.
- Reports detailing assessment findings and recommendations will be provided within 14 days of completing the assessments. Additional charges may apply for travel, materials, or extended consultation beyond the scope of the standard services.
- As a healthcare provider, we are committed to adhering to the Health Insurance Portability and Accountability Act (HIPAA), which mandates strict guidelines for protecting patients' health information. Under 45 CFR § 164.502, we are required to maintain the confidentiality of Protected Health Information (PHI), which includes our detailed medical protocols.
- Payment terms: Payment is due within 30 days of the invoice date. We accept all forms of payment, including credit cards, checks, and electronic fund transfers.

If you have any inquiries or would like to arrange an assessment, please do not hesitate to contact us at:

Cognitive Diagnostic Associates
www.cdacompany.com
(949) 478-4484

Cognitive Diagnostic Associates

4695 MacArthur Court, 11th Floor
Newport Beach, CA 92660
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F: (949) 818- 2522

EXHIBIT B: SCOPE OF WORK

PUPIL'S NAME: Julian Luna **Gender:** Male
DOB: 10/29/2018
DISTRICT: Alum Rock Union Elementary School District

This Agreement is effective as of **February 13th, 2026,** and shall terminate at **5:00 P.M. on June 30, 2026**, unless sooner terminated pursuant to the Consulting Agreement or applicable law.

Service Provider	Check for Approved	Estimated Max Total Cost
School Neuropsychological	☐	$
Psychoeducational	☐	$
Functional Behavioral Analysis (FBA)	☐	$
Special Circumstances Instructional Assistance (SCIA)	☐	$
Educational Related Mental Health Services (ERMHS)	☐	$
Transition Evaluation	☐	$
Speech and Language	☐	$
Augmentative and Alternative Communication (AAC)	!	$
Occupational Therapy (OT)	☐	$
Assistive Technology (AT)	☐	$
Physical Therapy (PT)	☐	$
Adapted Physical Education (APE)	☒	$3,500
Optometrist	☐	$
Audiology	☐	$
Registered Nurse	☐	$

TOTAL CONTRACT COST: 3,500

COGNITIVE DIAGNOSTIC ASSOCIATES
Name: _____
Title: _____
Signature: _____
Date: _____

DISTRICT
Name: _____
Title: _____
Signature: _____
Date: _____

Docusign Envelope ID: 3C90E40A-B800-42DC-942C-323C9B985320

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. _____

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: Positive Solutions, Inc.

Address: 555 Meridian Ave. #D City: San Jose State: CA Zip: 95126

Phone: (650) 336-3383 Email Address: cpintor@positive-solutions.org

SSN: _____ or Fed I.D. #: 36-4801130

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 13, 2026, 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").

Positive Solutions will conduct and Individual Educational Evaluation (IEE) in the area of Functional Behavioral Assessment (FBA) and Special Circumstance Instructional Assistance (SCIA) per parent request.

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:** $5,500 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

_____ b. **Other:** $_____ (describe rate agreement) _____

_____

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	1120	000000	380	1820	5,500	1/13/26
											1/13/26

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

555 Meridian Avenue Suite D., San Jose, CA 95126 | tel: 650-336-3383 | fax: 866-320-3383

Independent Evaluation (IEE) Contract for Functional Behavior Assessment (FBA)

1. Parties and Purpose

The [School/District], whose address is [Enter Address] and the following named contractor, [Positive Solutions, Inc.] establishes terms under which contractor will conduct a Functional Behavior Assessment (FBA) as an Independent Education Evaluation (IEE) for student, [Enter Student Initials/Identifier].

2. Scope of Work

The Contractor Shall:

- Review of student records, prior assessments and relevant IEP documentation.
- Interviews with parents/guardians, teachers, and other relevant school personnel.
- Direct observation of the student across a minimum of 2-3 school environments as appropriate to address referral concerns.
- Functional behavior analysis and data summary identifying antecedents, behaviors, and maintaining consequences.
- Development of individualized, evidence-based recommendations including replacement behaviors, antecedent supports, and environmental modifications.
- A comprehensive written report summarizing all findings and recommendations.
- Attendance to [1] IEP meeting in-person to review results and provide professional input.

3. Deliverables

The written FBA report shall be completed within *60 calendar days*, excluding any days when the school district is closed for holidays or scheduled recesses.

4. Compensation

Service	Description	Rate
Functional Behavior Assessment (FBA)	Comprehensive FBA assessment including records review, interviews, observations, report and attendance to [1] IEP meeting.	**$5,500**
Additional Hours (e.g. observation, IEP attendance, staff consultation/training)	When requested beyond standard scope.	**$200/hour** Billed in 15 minute increments

Travel (Outside of Santa Clara County)	Only if required beyond standard area.	**$100/hour** Billed in 15 minute increments

5. Terms of Payment

[School/District] agrees to pay within 30 days of invoice submission upon receipt of the completed report and attendance at the IEP meeting. Checks can be made payable to: Positive Solutions, Inc. and mailed to 555 Meridian Avenue, Suite A. San Jose, CA 95126.

6. Confidentiality

The Contractor agrees to maintain strict confidentiality regarding all student information, records, and data obtained during the course of the evaluation. All information shall be used solely for the purpose of conducting the Independent Educational Evaluation. The Contractor shall comply with FERPA, HIPAA, and all applicable privacy regulations.

7. Indemnification and Liability

Each party shall indemnify, defend, and hold harmless the other, its officers, employees, and agents from and against any and all claims, damages, liabilities, or costs arising out of the negligent acts, errors, or omissions of its employees or agents in the performance of this agreement.

8. Insurance Requirements

The Contractor shall maintain during the term of this Agreement:

- Professional Liability Insurance ($1,000,000 per occurrence minimum).
- General Liability Insurance ($1,000,000 per occurrence; $3,000,000 aggregate).
- Sexual Misconduct Insurance
- Cyber Insurance
- Workers' Compensation Insurance as required by California law.
- Distract name as Second Insured and Certificates of insurance shall be provided upon request.

9. Non-Discrimination

The Contractor shall not discriminate in the provision of services or employment practices on the basis of race, color, national origin, ancestry, religion, sex, age, marital status, disability, sexual orientation, or any other characteristic protected by law.

10. Independent Contractor Status

The Contractor and its employees act as independent contractors and not as officers, employees, or agents of the [School/District]. The Contractor is responsible for all taxes, withholdings, insurance, and other obligations relating to its employees.

11. Ownership of Work Product

All materials, data, and reports developed under this Agreement shall become the property of the [School/District]. The Contractor may retain copies for professional records but may not release or reproduce the report without authorization from the [School/District] or the parent/guardian.

12. Governing Law and Venue

This Agreement shall be governed by the laws of the State of California. Any disputes shall be resolved in the appropriate court in Santa Clara County, California.

13. W-9 and Vendor requirements

The Contractor agrees to provide a completed IRS Form W-9 and any vendor documentation required by the District prior to the commencement of services.

14. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes any prior oral or written agreements regarding the same subject matter.

15. Early Termination or Cancellation

Either party may terminate this Agreement with written notice if obligations are not met.
If the district terminates this Agreement after services have begun (e.g., records reviewed, observations scheduled, or partial data collected), Positive Solutions, Inc., shall be compensated for all work completed up to the date of termination, billed at the rate of $200 per hour for time spent, not to exceed the agreed upon flat rate.

16. Amendments

Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

Contractor Representative: Title Date

School/District Representative: Title Date

Docusign Envelope ID: D0BAA873-CABE-4102-8456-174880805150

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. _____

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: Kolibri Educational Psychology, PC

Address: 101 Cooper St City: Santa Cruz State: CA Zip: 95060

Phone: (831) 295-8018 Email Address: marlene@kolibrieducationalpsycholoc

SSN: _____ or Fed I.D. #: 99-1752309

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 13, 2026, 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").
Kolibri Educational Psychology will conduct an Independent Educational Evaluation (IEE) evaluation in Psychoeducational assessment per parent request.

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:** $5,000 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

_____ b. **Other:** $_____ (describe rate agreement) _____

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	1120	000000	380	1820	5,000	1/7/26
											1/7/26

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

Kolibri Educational Psychology

Scope of Work
Independent Educational Evaluation (IEE)

Psychoeducational Assessment IEE $5,000

Assessment includes cognitive, academic, social/emotional, behavioral, adaptive (if relevant) standardized assessments, observations, record review, interviews, report, and attendance of one IEP meeting to present results.

Duration

Assessments will be completed within 60 days.

Terms and Conditions

- Additional attendance of IEP meetings will be billed at the hourly consultation rate of $150/hour.
- Travel fees may be applied for locations further than 45 miles from the office location.
- In case of a cancellation by the school district after the start of service, spent time will be billed at the hourly consultation rate of $150/hour.
- Payment is required within 30 days of receipt of invoice.

Marlene Schwaighofer 1/5/2026

Signature Representative Kolibri Educational Psychology — Date

Marlene Schwaighofer

_____ _____

Signature ARUSD Interim Superintendent — Date

Sandra Garcia

Kolibri Educational Psychology, 101 Cooper Street, Santa Cruz, CA 95060
Phone: 831 295-8018 marlene@kolibrieducationalpsychology.com

Docusign Envelope ID: BB3D749F-13C9-4A49-AAAD-77BB9360947B

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. _____

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: Mind by Design

Address: 51 E. Campbell Ave #110 City: Campbell State: CA Zip: 95008

Phone: (669) 282-2510 Email Address: _____

SSN: _____ or Fed I.D. #: 86-2419901

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 25, 2026, 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").

Mind by Design will conduct an Independent Educational Evaluation (IEE) in the area of Psycho-educational evaluation (includes achievement) per parent request.

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:** $8,000 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

_____ b. **Other:** $_____ (describe rate agreement) _____

_____

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	1120	000000	380	1820	8,000	1/28/26
											1/28/26

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

Mind by Design

2025/2026 Rate Sheet

Clinicians at Mind by Design, Inc. are credentialed school psychologists and licensed educational psychologists. Additionally, Mind by Design, Inc. employs speech and language pathologists, and credentialed special education teachers. All clinicians/specialists hold licenses and credentials that allow them legally, to conduct Independent Educational Evaluations (IEEs) within their scope of practice.

IEEs include the following:

- Review of records
- Interviews with parents, school personnel, and other professionals involved with the student
- On-campus observation
- Standardized assessment at MBD clinic office
- Test interpretation and report writing
- Written report to family and school district
- Attendance at 1 IEP meeting (no more than 2 hours)

IEE rates are as follows:

Evaluation Type	**Cost**	**Cost if District Requires $1,000,000/$3,000,000 SAM Insurance**
Psycho-educational Evaluation (includes achievement)	$7500	$8000
School Neuropsychological Evaluation	$8000	$8500
Speech and Language	$3600	$4100
Transition Assessment	$3000	$3500
Academic Achievement	$3000	$3500
Attendance at additional IEP meetings	$500/hr	
Participation in due process or mediation	$500/hr	

IEEs are conducted at our clinic in Campbell or Morgan Hill, CA.

Mind by Design, Inc.
51 E Campbell Ave Suite 110
Campbell, CA 95008
info@themindbydesign.com

13.11

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: February 2, 2026

Subject: **Current Enrollment**

Information Only

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 12, 2026
Regular Board Meeting

13.11
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Jan 30, 2026 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	46	53	65	53	52	48	62	51	59	50	**539**	0	539	0	539
Adelante 2 K-8	27	52	46	44	47	47	52	48	40	31	**434**	0	434	0	434
Aptitud ES	38	57	64	55	66	75	76	0	0	0	**431**	34	465	0	465
Hubbard ES	34	62	68	76	75	87	72	0	0	0	**474**	29	503	0	503
Linda Vista ES	33	68	70	88	84	97	95	0	0	0	**535**	44	579	0	579
LUCHA ES	8	33	29	33	37	31	30	0	0	0	**201**	1	202	13	215
Lyndale ES	21	40	47	37	52	53	46	0	0	0	**296**	2	298	28	326
McCollam ES	30	34	39	54	48	54	58	0	0	0	**317**	36	353	0	353
Painter ES	71	71	56	63	50	55	48	0	0	0	**414**	20	434	0	434
Russo McEntee ES	26	50	35	47	49	52	48	0	0	0	**307**	40	347	0	347
Ryan ES	27	27	33	32	22	43	41	0	0	0	**225**	30	255	0	255
San Antonio ES	34	40	43	56	58	50	49	0	0	0	**330**	0	330	5	335
Ocala MS	0	0	0	0	0	0	0	209	213	300	**722**	11	733	0	733
Renaissance 2 MS	0	0	0	0	0	0	0	155	149	161	**465**	30	495	0	495
Sheppard MS	0	0	0	0	0	0	0	259	254	251	**764**	19	783	0	783
Home/Hosp	0	0	0	0	0	0	0	1	0	0	**1**	0	1	0	1
	395	**587**	**595**	**638**	**640**	**692**	**677**	**723**	**715**	**793**	**6455**	**296**	**6751**	**46**	**6797**