



REQUEST FOR PROPOSAL AND QUALIFICATIONS

RFP No. 2526-BUS01

FOR

EXECUTIVE SEARCH FIRM FOR SUPERINTENDENT OF SCHOOLS SEARCH

**Deadline: 2:00:00 p.m.
Monday, February 23rd, 2026**

Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127
<https://www.arusd.org/>

For Information Contact:
Teresa DeCelles,
Assistant Superintendent of Business Services
2930 Gay Avenue
San Jose, CA 95127
408-928-6839
teresa.decelles@arusd.org

Contents

INVITATION AND BACKGROUND

SCOPE OF SERVICES 1

PROPOSAL CONTENT 1

QUALIFICATIONS 2

SUBMITTAL INSTRUCTIONS AND GUIDELINES 3-4

REQUESTS FOR ADDITIONAL INFORMATION 4

EVALUATION OF PROPOSALS 4

ADDITIONAL INFORMATION 5

Alum Rock Union Elementary School District Request for Proposals and Qualifications

Executive Search Firm for Superintendent of Schools Search

The Alum Rock Union Elementary School District (the “District”) invites the submission of proposals and statement of qualifications from qualified consulting firms to provide Executive Search Consultant Services for the position of the District’s Superintendent of Schools. The District’s Board of Trustees (the “Board”) intends to engage the selected firm for the period of time necessary to select the best qualified candidate. The Board intends to conduct a thorough search and anticipates selecting the Superintendent with the intention that the selected Superintendent candidate beginning employment, under contract, by July 1, 2026.

Consultants selected for interviews will be invited to present their proposal to the Board. The Board may in its discretion elect to conduct interviews with selected Consultants during an open and public Board meeting. The Consultant’s cost for preparation of the proposal and any interview expenses will be borne by the Consultant. The Board expects that upon selection, the Consultant will commence work and services by March 13, 2026.

About the Alum Rock Union Elementary School District

Alum Rock Union Elementary School District (ARUSD) is located in the eastern region of San Jose, California, and is made up of various neighborhood groups that make up the Alum Rock community, such as the Mayfair neighborhood, famed for its historical association with California civil right activist Cesar Chavez, and the King & Story area, one of San Jose’s most notable and historical Mexican/American neighborhoods.

East San Jose is one of the city’s most diverse regions and home to landmarks such as Emma Prusch Farm Park, Lake Cunningham Park, the Mexican Heritage Plaza, and Alum Rock Park, the oldest municipal park in California.

Alum Rock Union Elementary School District serves students in grades TK-8th and was established in 1930. The District currently serves approximately 6,800 students with a variety of student programs such as the Visual and Performing Arts program, STEAM- program (Science, Technology, Engineering, Arts, and Mathematics), Technology Labs at three (3) middle schools, Dual Language programs at three (3) schools and the Cesar Chavez Early Learning Center, which is an all-in-one campus designed to support families with children ages birth to 4 years.

The District’s mission is to provide its students with high-quality twenty-first-century learning that builds upon our culturally diverse community to prepare our students to be lifelong learners and compete for the careers of the future.

The District is governed by an elected 5-member Board of Trustees.

Scope of Services

The Consultant selected will provide the following basic scope of services to the Board:

- A. Conduct all aspects of the Superintendent search and recruitment process, including handling the logistics within a reasonable timetable as directed and set by the Board;
- B. Meet with the Board and individual Board Members to review the position requirements and assess Board priorities, goals, and objectives in order to assist the Board in determining and articulating criteria and qualifications necessary for selecting a Superintendent;
- C. Develop and maintain the District community's trust in the recruitment and selection process;
- D. Facilitate the process for Board Members, District staff, and various District stakeholder input and community engagement;
- E. Work with staff and the Board to develop a plan and timeline for the search;
- F. Assist the Board in advertising and conducting a search that generates a diversified pool of highly qualified candidates, including women and people of color, through a comprehensive state and national outreach;
- G. Prepare and distribute materials as necessary to advertise the Superintendent position;
- H. Coordinate and facilitate the interview process, with Consultant in attendance (if desired by the Board);
- I. Maintain communication with candidates, respond to candidate inquiries and requests for information, as appropriate, and assist the District in reviewing and preparing such responses;
- J. Meet with the Board as needed to ensure a high quality, diligent and fair search process;
- K. Assist the Board in narrowing a list of finalists by screening, evaluating, and ranking qualified applicants. Provide a report on each applicant using criteria established by the Board;
- L. Conduct reference and background checks on all interviewees, as required, including extensive reference checks on all finalists;
- M. Assist the Board in developing an appropriate compensation package for the Superintendent that facilitates a successful recruitment effort, including but not limited to preparation of compensation study for superintendents in the greater Bay Area and among comparable public school districts;
- N. Maintain strict confidentiality throughout the search process, including confidentiality of applicants as directed by the Board; and
- O. Perform other Superintendent search related assistance the Board may require.

Proposal Content

1. The Proposal must include a description and profile of the Consultant, including a statement of qualifications, a description of the type of services the Consultant provides and any other information or materials the Consultant believes would be helpful to the Board in making its decision. Consultant must demonstrate its experience and capacity to manage and coordinate the types of activities to be conducted and to provide the search services in a timely and satisfactory manner.

2. A detailed summary of services the Consultant proposes to provide the District, including but not limited to: (a) search process planning, preparation, community and stakeholder engagement, timelines, and implementation; (b) candidate recruitment; (c) candidate applications, screening, references, evaluations, and interviews; (d) candidate appointment; and (e) search closing process.

3. A proposed plan and timeline for the search; in preparing a proposed plan and timeline consultants should be mindful that the Board intends that the successful candidate for the Superintendent position will commence her/his employment with the District by July 1, 2026.

4. Samples of related materials. (Advertising, brochures, survey forms, reports, etc.).

5. A summary of strategies to identify and engage parents and other community stakeholders.

6. A detailed summary of similar services that Consultant has provided to other school district locally, statewide, and nationally (as applicable). Summary to include details such as time duration, number of candidates, and strategies.

7. Describe any contacts or relationships Consultant has, is seeking, or has had with any other school district in Santa Clara County. Also, describe any current or previous relationships with any District Board member or employee.

8. Identify the Consultant's key staff and subconsultants (if any) who will assist the District in the search process, including a statement of the professional qualifications of Consultant's principals, employees, and subconsultants, if any, who will render the services to the District, including the Consultant's Principal or employee who will be the primary contact for the engagement.

9. A detailed description and breakdown of any and all fees (and hourly rates, if applicable) and estimated expenses to be charged to the District, including a listing and breakdown of fees and expenses for any optional services.

10. A description of the guarantee provided by the Consultant for completion of a successful search.

11. A detailed description of Consultant's insurance coverage including a current certificate of insurance detailing insurance carriers, types of coverage and coverage limits.

12. A sample consultant agreement for the Board to consider.

13. A list of references, which must include the name, address, telephone number, email address, and contact person for Consultant's five most recently completed Superintendent searches for Districts of similar or larger size.

14. Detailed information regarding any unsuccessful searches during the last five years.

15. Identify whether the Consultant or any of its Principals has been terminated by any district, had any claims asserted against it, or been subject to litigation during the last five years. If so, describe in detail.

Qualifications

The selected firm must have demonstrable experience in conducting a successful search (selection of a candidate and acceptance of a position, as facilitated by your firm) for a Superintendent of Schools. If a firm does not have such experience or does not submit information in the proposal regarding this qualification, the proposal may be deemed non-responsive and may be eliminated from further consideration.

The consulting firm shall affirm in its proposal that it will comply with the District's Board policies regarding non-discrimination, including but not limited to Board Policy 4030, in its hiring and employment and business practices.

Submittal Instructions and Guidelines

The Request for Proposals must be returned in a sealed and properly identified envelope or package and must be actually received by the District, and time stamped no later than 2:00 p.m. (California time) on Monday, February 23rd, 2026, at:

Alum Rock Union Elementary School District -
Teresa DeCelles
Assistant Superintendent of
Business Services
Copy to
2930 Gay Ave
San Jose, CA 95127

Along with a separately
packaged, addressed and
bound copy by the response
cut-off date and time
addressed and delivered to:

Alum Rock Union Elementary School District
Linda Chavez
Board President
2930 Gay Ave
San Jose, CA 95127

The Consultant's Statement of Qualifications and Proposal may include an introductory letter and must address each of the 15 items in the "Proposal Content" section above. The proposal must include a section index (table of contents) with tabs identifying each section. The Consultant's Statement of Qualifications and Proposal must include the signed Workers' Compensation Certification, signed Fingerprinting And Criminal Background Check Certification (Non-Construction Contracts), signed Tuberculosis Clearance, signed Business Gifts and Conflicts of Interest Policy Notice, signed Conflict of Interest certification, signed Noncollusion Declaration, and signed Contractor Certification: Prohibition On Political Contributions pursuant to which the proposer agrees to be bound by and perform the Board's Resolution #33-25/26 (Prohibition on Political Contributions). A copy of each of the referenced certifications, clearance, declaration, and Resolution #33-25/26 (Prohibition on Political Contributions) is provided herewith. The Consultant's Statement of Qualifications and Proposal submittal must also include **one (1)** original signed paper hard copy proposal, **five (5)** paper copies of the proposal, and **one (1)** digital version on a flash drive which must be delivered by regular U.S. mail, courier or hand delivered and time stamped no later than 2:00 p.m. (California time) on Monday, February 23rd, 2026, at the above address and each copy shall be bound or in binders. All proposals submitted must be in sealed envelopes bearing on the outside of the envelope/package the name and

address of the proposing consulting firm and must include in at least 20-point bold font the following statement:

“FOR IMMEDIATE ATTENTION: PROPOSAL AND QUALIFICATIONS FOR EXECUTIVE SEARCH FIRM - SUPERINTENDENT OF SCHOOLS SEARCH”.

It is the sole responsibility of each consulting firm to see that the proposal is received by the District in proper time and at the appointed location above. **Proposals delivered via electronic mail or facsimile will not be accepted.** Proposals received after the date and time indicated above will be rejected and will not be considered. Proposals must contain all required information to be considered responsive.

The signature of all persons signing shall be in longhand and executed by the person duly authorized to make contracts on behalf of the proposer. The firm's legal name shall be fully stated. **All fees and pricing stated in the proposal shall remain valid for 90 days.**

Requests for Additional Information

Should a Consultant require additional information with regard to the services requested in this RFP, the Consultant should contact Teresa DeCelles, Assistant Superintendent of Business Services, Alum Rock Union Elementary School District. All requests for additional information must be submitted in writing via electronic mail to Ms. Teresa DeCelles no later than Thursday, February 12th, 2026, at 4:00 p.m. (California time) to the following e-mail address:

teresa.decelles@arusd.org, with a copy via e-mail to Linda Chavez, Board President (linda.chavez@arusd.org) and Andres Quintero, Board Vice President (andres.quintero@arusd.org).

Evaluation of Proposals

Each proposal shall be submitted with the understanding that it will be evaluated by the Board to determine which proposal and consultant best serves the needs and interests of the District, and the Board will select a consultant upon that evaluation. The Board reserves the right to reject any or all proposals, the right to reject all proposals and reissue this RFP, and the right to waive any informality in any proposal or the proposal process. This solicitation shall not be construed in any manner to be an obligation by the District to enter into an agreement with any proposer or to negotiate a contract for services with any person or firm. The Board presently intends that the consultant selection process will adhere to the following timeline:

Milestone	Date
Release of Request For Proposal (RFP)	Friday, February 6th, 2026
Deadline for Questions/Clarifications	4:00:00 p.m. (PST) on Thursday, February 12th, 2026
Responses to Request for Clarification (all responses posted on district website)	2:00:00 p.m. (PST) Tuesday, February 17 th , 2026
Proposal Due Date	2:00:00 p.m. (PST) on Monday, February 23rd, 2026
Board Interview of Proposer (s) (if necessary)	TBD, 2026
Consultant Contract Award	TBD, 2026
Notice of Award and Consultant Contract Start Date	TBD, 2026

Additional Information

The Alum Rock Union Elementary School District prohibits discrimination in employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Alum Rock Union Elementary School District observes federal, state, and local laws as well as regulations in regard to equity and equal opportunity.

The District may negotiate the terms of the contract with the selected firm prior to entering into a contract.

The District reserves the right to revise this RFP. If the District cancels or revises this RFP then all respondents will be notified by addenda. The District also reserves the right to extend the date proposals are due.

Proposals and any other information submitted in response to this document shall become the property of the District. Notwithstanding any indication by responder of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award.

The District will not provide compensation for any expenses incurred for any proposal preparation or for any demonstration that may be made by any firm. Firms submit proposals at their own risk and expense.

Except for Requests for Additional Information as provided above, proposers shall not contact District staff or members of the Board of Trustees about this document, any proposal or any contemplated proposal. Any proposers who violate this requirement will be disqualified from further consideration.

Dated: February 6, 2026

SAMPLE AGREEMENT ONLY

RFP NO. 2526-BUS01

EXECUTIVE SEARCH FIRM FOR SUPERINTENDENT OF SCHOOLS SEARCH

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: _____

Independent Contract
 Master Contract

MOU

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: _____

Address: _____ City: _____ State: _____

Zip: _____

Phone: (_____) _____ Email Address: _____

SSN: _____ or Fed I.D. # _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on _____, 20____, and will diligently perform as required and complete performance by _____, 20____, 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").

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 _____ 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	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	\$AMOUNT	Accountant Initials

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services (“Agreement”) is made and entered into as of the ____ day of _____, 20____, by and between the Alum Rock Union School District (“District”) and _____ (“Contractor”), (together, “Parties”).

RECITALS

WHEREAS, Government Code section 53060 authorizes District to contract with and employ any person for the furnishing of special services and advice in financial, economic, accounting, legal, or administrative matters if such person is specially trained and experienced and competent to perform the special services required;

WHEREAS, Public Contract Code section 20111 authorizes Districts to contract with and employ any person for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$119,100 in 2026;

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the services required by District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

TERMS

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

- _____ Signed Agreement
- _____ Workers' Compensation Certification
- _____ Fingerprinting/Criminal Background Investigation Certification
- _____ Insurance Certificates and Endorsements (**include** sexual misconduct if working with students)
- _____ W-9 Form
- _____ Tuberculosis Clearance (Exhibit B)
- _____ Gifts and Conflicts of Interest Policy (Exhibit C)
- _____ Contractor's Certification for Board Resolution No. 33-25/26
- _____ Other: _____

2. **Materials.** Contractor 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. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or Contractor's agents, personnel, employee(s), and/or subcontractor(s), even if such Equipment is furnished, rented or loaned to Contractor by the District.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor represents and warrants that: (A) Contractor is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (B) Contractor's Services are outside the usual course of District's business; and (C) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Contractor 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 Workers' 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. By checking the applicable box below, Contractor hereby represents and warrants to District the following:

- Contractor is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Contractor will provide District with appropriate evidence including, without limitation, FTB Form 590. Contractor shall still be responsible for payment of all state and federal taxes.
- Contractor is not a resident of the State of California or otherwise not exempt from withholding, and Contractor authorizes District to withhold from all payments made to Contractor under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

4. **Performance of Services.**

- 4.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 4.2. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement.

5. **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, disputes may be determined by mediation if mutually agreeable, otherwise by litigation. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor 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 Contractor'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 Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services.

6. **Termination.**

- 6.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 6.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include material violation of this Agreement by Contractor; or any act by Contractor exposing District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and 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.

- 7. **Indemnification.** To the furthest extent permitted by California law, Contractor 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 Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

8. **Insurance.**

- 8.1. Contractor 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, Sexual Misconduct, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability Insurance	\$ 1,000,000
Workers' Compensation Insurance	Statutory Limits
Employers' Liability Insurance	\$ 1,000,000
Abuse and Molestation Insurance Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000

- 8.2. **Proof of Insurance.** Contractor 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.

9. **Compliance with Laws.** Contractor 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. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
10. **Certificates/Permits/Licenses/Registrations.** Contractor and all Contractor'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.
11. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor 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, the Contractor agrees to require like compliance by all of its subcontractor(s).
12. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:
 - 12.1. All site visits shall be arranged through the District;
 - 12.2. Contractor and Contractor'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;
 - 12.3. Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 12.4. Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;
 - 12.5. Contractor and Contractor's employees shall not use student restroom facilities; and
 - 12.6. If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
13. **Tuberculosis-Clearance.** The Tuberculosis Clearance Certification (Exhibit B) must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
14. **Business Gifts and Conflicts of Interest Policy.** The Business Gifts and Conflicts of Interest Policy (Exhibit C) must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
15. **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.

16. **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:

Alum Rock Union School District

2930 Gay Avenue

San Jose, CA 95127

Fax: _____

Email: _____

ATTN: _____

Contractor:

[NAME]

Fax: _____

Email: _____

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) calendar days after deposit in the United States mail.

17. **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.
18. **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.
19. **Venue.** 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.
20. **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.
21. **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.
22. **Interpretation.** 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.

23. **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 authority and empowered to enter into this Agreement.
24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. 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.
25. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT APPROVALS:

Program Manager: _____ Date: _____

Director of Fiscal Services: _____ Date: _____

Asst. Supt., Bus. Services: _____ Date: _____

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

Dated: _____, 20__

Dated: _____ 20__

Alum Rock Union School District:

Contractor:

By: _____

By: _____

Print Name: Sandra Garcia

Print Name: _____

Print Title: Interim Superintendent

Print Title: _____

Information regarding Contractor:

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 Contractor to furnish the information requested in this section.

**EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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 Services of this Agreement.

Date: _____

Name of Contractor: _____

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.)

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Contractor Agreement for Services ("Agreement") between the Alum Rock Union School District ("District") and _____ ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

- × Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

- × Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

- The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

- Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

- Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

- × Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not 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 or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

- × Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel 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 the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date: _____

Contracting Party: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit B

TUBERCULOSIS-CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor's responsibility for tuberculosis 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 the Contractor.

Contractor certifies that at least one of the following items applies to the services that are the subject of the Agreement:

The Contractor has **complied** with the tuberculosis requirements of Education Code section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

Contractor's will not have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2. District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Contractor's services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

Must be completed by Contractor's authorized representative.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor or Company: _____

Signature: _____

Print Name and Title: _____

OR

To be completed by authorized District employee only.

Contractor's services under the Agreement will be provided at a school. Contractor employees and/or subcontractor or supplier of any tier of Agreement shall **NOT** come in contact with District pupils. Contractor's employees will not have direct contact with District pupils and the District will take appropriate steps to protect the safety of any pupils while executing this contract. As an authorized District official, I am familiar with the facts herein certified, and am authorized to supervise the contract, employees and execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

Signature: _____

Exhibit C

Business Gifts and Conflicts of Interest Policy Notice

The following is Alum Rock Union Elementary School District's (ARUSD) policy on business gifts and conflicts of interest. Please sign and return a copy of this policy, acknowledging that you have received it and agree to abide by its terms. We also ask that you circulate the policy to any individuals in your organization that have contact with ARUSD employees.

1. Selection criteria. Vendors are selected based on the quality, timeliness, and cost of the service and/or product they provide. All business decision for ARUSD are to be based solely on what is in the best interest of ARUSD.
2. No gifts. ARUSD employees may not solicit or accept gifts, rewards, payment, commissions, gratuities, discounts, or services of any kind or value from anyone having or seeking business with ARUSD except as follows:
 - a) unsolicited token gifts such as food, flowers, and promotional items inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding \$470 in a calendar year.
 - b) business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.
3. No personal benefit for employees. ARUSD employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property, or services to ARUSD. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership, or anything of value. ARUSD employees are also prohibited from purchasing items for personal use from vendors.
4. Personal investments. ARUSD employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.
5. No benefit for relatives; disclosure required. ARUSD employees may not make or influence any decision that could directly or indirectly benefit a relative and should disclose to ARUSD whenever a relative has a significant interest in a transaction or a significant relationship with an ARUSD vendor.
6. All employees covered. This policy applies to all ARUSD officers, managers, and employees. Violations of this policy may result in disciplinary action, up to and including termination.
7. Penalties for vendors. Any vendor who violates this policy shall be subject to the immediate and permanent loss of ARUSD business.

As a valued vendor of ARUSD, please acknowledge your receipt of this policy and your agreement to abide by it.

Received and agreed to on behalf of vendor by:

Signature: _____

Printed _____

Name: _____

Title: _____

Date: _____

Vendor Name: _____

Vendor Address: _____

CONFLICT OF INTEREST CERTIFICATION

All respondents shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME _____

TITLE OF OFFICER _____

NAME OF COMPANY _____

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team members or consultants been employed by the District in the last three years? [Yes] [No] If your answer is "Yes", please provide the following information:
 - a. Full-time employee? [Yes] [No]
 - Part-time employee? [Yes] [No]
 - As-needed employee? [Yes] [No]
 - Consultant? [Yes] [No]
 - Other? Please explain below

Explain: _____

- b. Dates of employment/employment contract/consulting contract?
- c. Which department(s) did employee(s) work at the District?
- d. Name of Supervisor(s)?
- e. Describe job duties and responsibilities for each District position held.
- f. Last date of employment?

3. Are any of your former employees or consultants presently employed by the District? [Yes] [No] If the answer is "Yes", please provide the following information for each employee:

a. Name of former employee(s)?

b. Position/title with your company?

c. Please describe their duties and responsibilities for each position held at your company.

d. Dates of employment?

I declare under Penalty of Perjury, under the laws of the State of California, that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on:

_____, 20____; in the
Month Day

City State

Signature

Printed Name

Title

ATTACHMENT "A"
Contracting Party's Personnel

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 personnel, attach additional copies of this page.

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH RFP
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid 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, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder 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 the bidder.

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 _____[date], at _____[city], _____[state].



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: _____ (“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"

Print name: _____

Title: _____

Sandra Garcia, Interim Superintendent

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

6.10

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: December 12, 2025

Subject: Approve Consideration of Resolution Prohibiting Political Contributions by Contracted Firms.

Support Information: The Board is asked to consider a resolution prohibiting any contracted firm and any of its principals, subsidiaries, subcontractors, or associated entities from making political contributions related to ARUSD.

The Board of Trustees of the Alum Rock Union School District, located at 2930 Gay Avenue, San Jose, CA 95127, is hereby notified that the following is a public record under the California Public Access Act (CPAA).
Approved _____ Denied _____ Withdrew _____ Tabled _____ Other _____

Recommend Approval

Superintendent's Office MCG

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting
6.10 Sandra Garcia
Agenda Placement Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES
Motion by: Andres Quintana Seconded by: Minh Pham
Approved: 4 Not Approved: 1 Tabled: 0

Corina Herrera-Leera

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:

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.

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

0E9EAC63459C459...

Clerk of the Governing Board

Date: December 18, 2025