ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
February 26, 2026

02/26/2026 - 05:30 PM
Join Zoom Meeting 89694341709
2930 Gay Avenue, San Jose, CA 95127
District Board Room

AGENDA

Code: Regular #20-25/26
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/89694341709
Webinar ID: 896 9434 1709
Or One tap mobile:
+6699006833, 89694341709# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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, property at 600 Sinclair Dr., San Jose, CA 95116, To be determined. Under discussion/negotiations: Price 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

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.

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

6. 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.

7. 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.

8. 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.

9. CONFERENCE WITH LABOR NEGOTIATORS-- Affected Employees: Unrepresented Administrators, Certificated Management, Classified Management, Supervisory and Confidential Employees; District Negotiators: Board President or designee.

4. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

1. Report of Action Taken in Closed Session

5. SPECIAL PRESENTATION/RECOGNITION

1. “Rock the Court” Tournament-Recognition

We are thrilled to congratulate the winning teams of "Rock the Court", ARUSD's district-wide basketball tournament, where all five middle schools competed for the championship title. The athleticism, teamwork, and sportsmanship displayed by all participants were truly remarkable. Alum Rock wants to extend our heartfelt congratulations to the Ocala Girls Team and the Ocala Boys Team that triumphed in their respective divisions and celebrate the dedication and hard work of both the students and coaches.

2. The City Peace Project “TCPP” - Presentation

   This presentation highlights the comprehensive student support services TCPP provides at Renaissance at Mathson, Sheppard and Ocala Middle Schools. TCPP maintains a consistent, structured on-campus presence from one hour before school begins through the final hour of the instructional day, focused on strengthening school climate, improving attendance, and supporting students identified as at-promise. Through daily relationship-building, structured, brunch and lunch engagement, small-group facilitation, and individualized mentorship rooted in restorative and trauma-informed practices, TCPP connects students with positive adult role models and proactive supervision throughout the school day. Services are delivered within a Multi-Tiered System of Supports (MTSS) framework, providing Tier 1 campus-wide peacemaking and wellness programming, Tier 2 targeted mentorship and SEL groups, and Tier 3 intensive case management, including attendance intervention, academic guidance, and family outreach.

6. 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.

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 Resolution No. 56-25/26 Authorizing the Issuance and Sale of General Obligation Bonds, 2022 Election, Series B in the Principal Amount of not to Exceed $52,500,000, Authorizing the Execution and Delivery of a Related Official Statement, Bond Purchase Agreement and Official Notice of Sale, and Approving Related Documents and Official Actions Relating Thereto.

   The District received voter approval to issue general obligation bonds for facilities improvements at the November 8, 2022 Election, known as Measure S. As of this date, there is $52,500,000 of authorized but not yet issued bonds under Measure S.

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. 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. Approve Resolution No. 59-25/26 Board Proclamation recognizing 100 years of celebrating Black History in furtherance of approved Resolution No. 34-25/26.

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

    1. Debt Management Strategy Presentation

       Dale Scott & Company will provide an update on the District's long-term Debt Management Strategy, including an overview of financing capacity, timing considerations, and potential 2026 bond and parcel tax measures for Board consideration.

       PRESENTATION ONLY

    2. 2024/2025 Annual Audit Report

       Every year the district hires an independent auditor to review our financial activities for the past fiscal year. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

    3. 2024/2025 Annual Performance and Financial Audit of General Obligation Bonds Report

       Every year the district hires an independent auditor to review our financial activities for Measures I & S General Obligation Bond funds for period ending June 30, 2025. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

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 Resolution No. 58-25/26 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 management employees. This procedure requires a board resolution in open session to reduce/layoff classified management 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 Kodely Services Contract for the 2025/2026 SY. This contract will provide a four-week Bridge to Kindergarden Summer program at 3 ARUSD elementary schools. Submitted by Student Support Services, $153,600.00

       Kodely will provide a four-week Bridge to Kindergarten (TK-K) Summer program at 3 ARUSD elementary schools, for a total of 66 students, designed to support rising Transitional Kindergarten and Kindergarten students through focused STEM and art instruction, bilingual access and consistent family engagement.

    2. Approve Boys & Girls Clubs of Silicon Valley Services Contract for the 2025/2026 SY. This contract will provide 21 non-instructional days during the summer months of June 2026 and July 2026 for a total of 200 students. Submitted by Student Support Services, $111,600.00

       Boys & Girls Clubs will provide 21 non-instructional days during the summer months of June 2026 and July 2026 for a total of 200 students per each intersession, a total of 2 intersessions. Services will be at one Middle School.

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 City Year services contract for the 2025/2026 SY. This contract extension is to increase funding in

contract for new contract amount. Submitted by: Student Support Services; original approved contract was in the amount of $250,000.00. The total new contract amount for the 2025/2026 SY is in the amount of $320,000.00

City Year is adding another school site at Aptitud. Therefore, the contract is increased by the amount of $70,000.

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

1. Approval of Minutes for the following meeting: February 12, 2026, Regular Board Meeting.

2. Acceptance of Donations

   The District has received donations as summarized on the sheet dated February 26, 2026.

3. Approval of Fundraising Activities

   The District has received fundraising requests as summarized on the attached sheet dated February 26, 2026.

4. Resolution No. 49-25/26 Annual Authorized Signatures

   To update authorized signatures to carry out district business matters.

5. 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.

6. Approve Resolution No. 55-25/26 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. 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.

7. 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	02/27/2026-06/30/2026	Street Sounds Production	$1,500.00	Street Sounds Productions will provide a 45-minute interactive musical assembly focused on the history and cultural significance of West African rhythms and songs. Funding: Restricted
Human Resources Cesar Torrico	02/27/2026-06/30/2030	Teach for America	$30,000.00	Teach for America will use its reasonable efforts to provide the number of teaching candidates for employment with the district. Funding: General
Social Emotional Learning Kristin Burt	02/27/2026-06/30/2026	ArtHouse Studio	Master Not to Exceed $1,850.00 per school	Arthouse Studio will provide Wellness with Art program services which includes Artbreak videos, training and support, student supplies, and Lesson Planners to empower students to use art as an accessible tool for self-regulation, expression, and

				inner calm. Funding: General or Restricted
M.O.T. Eric Wasinger	01/27/2026-06/30/2026	Selway Construction, Inc.	$47,500.00	Furnish and install a new roofing system at Hubbard Media Arts Academy Portable Building. Funding: Restricted
M.O.T. Eric Wasinger	07/15/2025-06/30/2028	Tidal Vision Products, Inc.	$4,000.00 per year	Ratify - Tidal Vision Products will implement a basic monitoring and storm water pollution prevention program to ensure compliance with environmental laws. Includes site visits, site diagrams, and all necessary documentation, as well as BMP tables. $4,000 per year, not to exceed $12,000. Funding: General
M.O.T. Eric Wasinger	01/22/2026-06/30/2026	ARAM Electric Inc	$25,320.39	ARAM Electric Inc. will replace and install conduits, conductors, and breakers for branch circuits damaged by the fire to restore the Multi-purpose room and Kitchen to full operation at Hubbard Media Arts Academy. Funding: Restricted
M.O.T. Eric Wasinger	01/28/2026-06/30/2026	Harry L. Murphy, Inc.	$44,452.00	Ratify – Harry L. Murphy Inc. will provide services to furnish and install new carpet and linoleum flooring in the Ocala Portables classrooms at 2888 Ocala Avenue, San Jose. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	02/27/2026-06/30/2026	Checkmate Academy Group	$14,400.00	Checkmate Academy offers an 8-week after-school chess program for beginners, featuring one 60-minute session per week. Classes serve up to 20 students with a 1:10 coach-to-student ratio. All materials are provided, and the program costs $15 per student/session. This program is available to any school that is interested in participating during the 2025-2026 School Year. Funding: General or Restricted

Student Support Services Dr. Kiela Jimenez	02/27/2026-06/30/2028	Catholic Charities	No cost	Catholic Charities of Santa Clara will deliver integrated student support services designed to remove barriers to academic success. Services will be provided to Sheppard, Renaissance at Mathson, and Ocala. Funding: Not Applicable
Student Support Services Dr. Kiela Jimenez	06/15/2026-07/15/2026	Springboard Collaborative	$81,078.00	Springboard will provide a comprehensive literacy program during ARUSD Summer 2026 Program that includes Family Workshops, Teacher Coaching and incentives to achieve data driven literacy growth in Students. The contract will support a minimum of 3 schools serving 180 students in K-3rd grade. Funding: Restricted

8. Approve Bond Contracts/Extensions

   The District has received a summarized list of bond contracts/extensions dates February 26, 2026.

9. Reauthorize Resolution No. 57-25/26 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.

10. Reauthorize the Proposal #25146 for Architectural and Engineering Services Related to the Installation of Kindergarten Permanent Portable Classrooms at the Former Renaissance at Fischer Campus.

    Staff requested a proposal from Finney Architects for architectural and engineering services related to the design and installation of eleven (11) new 36 x 40 portable classrooms at the former Renaissance at Fischer campus. The proposed scope of work may include:

    - Installation of concrete foundations where the portable classrooms will be flush with the grade.
    - Plumbing, sewer, electrical, low voltage, power, and fire alarm systems inside each of the portable classrooms.
    - Bathrooms within each classroom.

    This project will support the campus expansion by providing additional classroom space to accommodate the needs of Pre-K and Kindergarten students.

11. Reauthorize Proposal #26026 for Architectural and Engineering Services Related to the Parking Lot Expansion at the Former Renaissance at Fischer Campus.

    Finney Architects has submitted Proposal #26026 for architectural design and engineering services to expand the front parking area at the former Renaissance at Fischer campus. The project includes the development of a new drop-off area in front of the administration building, which will connect to the current parking lot.

The proposed scope of work includes:

- Expansion of the existing parking lot with a new layout and striping.
- Upgrades to meet current ADA requirements as mandated and approved by the Division of the State Architect (DSA).
- Compliance with Title 5 requirements.

12. Reauthorize Piggyback 21024 through Santa Rita Union School District for the Purchase and Installation of Modular Classrooms at the Former Renaissance at Fischer Campus.

    Per California Public Contract Code, 20118, the governing board of any school district may, without advertising for bids, utilize a piggyback contract for the purchase of materials and supplies when it is determined to be in the best interest of the District. This process allows for the efficient acquisition of items such as portable classrooms.

    Staff proposes to utilize Piggyback 21024 through Santa Rita Union School District to contract with Mobil Modular Management Corporation for the purchase and installation of eleven (11) modular classrooms at the former Renaissance at Fischer campus.

    Mobil Modular specializes in providing modular structures for commercial, educational, government, and industrial use and can support the expansion needs of the campus by delivering and installing the required classroom facilities.

13. Reauthorize Bond Contracts/Extensions

    The District has received a summarized list of bond contracts/extensions dates February 19, 2026.

14. 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. March 12, 2026 (2025-2026 School Year).

5.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 03, 2026

Subject: **"Rock the Court" Tournament-Recognition**

Staff Analysis: We are thrilled to congratulate the winning teams of "Rock the Court", ARUSD's district-wide basketball tournament, where all five middle schools competed for the championship title. The athleticism, teamwork, and sportsmanship displayed by all participants were truly remarkable. Alum Rock wants to extend our heartfelt congratulations to the Ocala Girls Team and the Ocala Boys Team that triumphed in their respective divisions and celebrate the dedication and hard work of both the students and coaches.

Fiscal Impact: None

Budgeted: Not Applicable
Budget Source: Not Applicable
Recognition Only:

Submitted by: Emily McChristian EM Title: Principal on Special Assignment - VAPA, P.E. & Sports

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

To the Board of Trustees:

Meeting: February 26, 2026
Regular Board Meeting

Recognition Only

5.1

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.2

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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 18, 2026**

Subject: **The City Peace Project "TCPP" - Presentation**

Staff Analysis: This presentation highlights the comprehensive student support services TCPP provides at Renaissance at Mathson, Sheppard and Ocala Middle Schools. TCPP maintains a consistent, structured on-campus presence from one hour before school begins through the final hour of the instructional day, focused on strengthening school climate, improving attendance, and supporting students identified as at-promise. Through daily relationship-building, structured, brunch and lunch engagement, small-group facilitation, and individualized mentorship rooted in restorative and trauma-informed practices, TCPP connects students with positive adult role models and proactive supervision throughout the school day. Services are delivered within a Multi-Tiered System of Supports (MTSS) framework, providing Tier 1 campus-wide peacemaking and wellness programming, Tier 2 targeted mentorship and SEL groups, and Tier 3 intensive case management, including attendance intervention, academic guidance, and family outreach.

Fiscal Impact: **No**

Budgeted: **No**

Budget Source: **N/A**

Recommendation: Information/Presentation only

Submitted by: Dr. Kiela Jimenez (Initial: kj) Title: Director of Student Support Services

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

To the Board of Trustees:

Meeting: February 26, 2026
Regular Board Meeting

Information/Presentation

5.2
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

7.1

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 17, 2026

Subject: **Resolution No. 56-25/26**
Authorizing the Issuance and Sale of General Obligation Bonds, 2022 Election, Series B in the Principal Amount of not to Exceed $52,500,000, Authorizing the Execution and Delivery of a Related Official Statement, Bond Purchase Agreement and Official Notice of Sale, and Approving Related Documents and Official Actions Relating Thereto

Support Information: The District received voter approval to issue general obligation bonds for facilities improvements at the November 8, 2022 Election, known as Measure S. As of this date, there is $52,500,000 of authorized but not yet issued bonds under Measure S.

The District continues to have facilities improvement needs, and desires to issue a second and final series of Measure S Bonds at this time. The Resolution for Board consideration authorizes a series of bonds in the amount of $52,500,000, as current interest bonds (no capital appreciation bonds) pursuant to the authority of the California Government Code for Measure S projects. The bonds will be sold upon the advice of the District's Municipal Advisor, Dale Scott & Co., on either a negotiated or competitive basis, depending on what is recommended to be in the best financial interests of the District. The draft sale documents are on file with the Board for this meeting and staff is authorized to proceed if the Resolution is approved. The Bonds will be marketed to potential purchasers through a disclosure document called the Preliminary Official Statement. This document will continue to be refined by the financing team working with District staff to ensure it meets all legal requirements including securities law standards which requires all information needed by investors to make an informed investment decision, and no material misstatements or omissions. The draft POS is also on file with this Board.

Supporting Documents: Bond Purchase Agreement; Notice of Sale, Preliminary Official Statement.

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees adopt Resolution No. 56-25/26 for authorizing the issuance of General Obligation Bonds, Series B in the Maximum amount of $52,500,000, and approving all related documents and actions.

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

To the Board of Trustees:

Recommend Approval

7.1
Agenda Placement

Meeting: February 26, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

BOARD OF TRUSTEES
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 56-25/26

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, 2022 ELECTION, SERIES B IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $52,500,000, AUTHORIZING THE EXECUTION AND DELIVERY OF A RELATED OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND OFFICIAL NOTICE OF SALE, AND APPROVING DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO

WHEREAS, a bond election was duly and regularly held in the Alum Rock Union Elementary School District (the "District") on November 8, 2022, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting a bond measure ("Measure S") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of $71,500,000 (the "Measure S Bonds"), and more than 55% of the votes cast at said election were in favor of the issuance of the Measure S Bonds; and

WHEREAS, Measure S constitutes a reauthorization of bonds that were originally authorized to be issued pursuant to a bond measure approved by District voters at an election held on November 6, 2012 and known as Measure J, such that any issuance of bonds under Measure S results in a corresponding reduction in the amount of the bonds that can be issued under Measure J; and

WHEREAS, the District has previously issued and sold an initial series of the Measure S Bonds in the aggregate principal amount of $19,000,000, leaving a remaining $52,500,000 of Measure S Bonds that have been authorized but not yet issued; and

WHEREAS, the Board of Trustees of the District (the "Board") is authorized to provide for the issuance and sale of an additional series of Measure S Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, the Board wishes at this time to initiate proceedings for the issuance and sale of a second series of Measure S Bonds under the Bond Law in the aggregate principal amount of not to exceed $52,500,000 (the "Series B Bonds") as provided in this Resolution, for the purpose of providing financing for projects authorized under Measure S; and

WHEREAS, the Measure S Bonds have been authorized for the purpose, among others, of financing the acquisition, construction and improvement of facilities to be operated as affordable rental housing for teachers and employees of the District to be built on land which is owned or will be owned by the District, as authorized by the Teacher Housing Act of 2016, constituting Part 14 (commencing with Section 53570) of Division 31 of the Health and Safety Code of the State of California (the "Teacher Housing Act"); and

WHEREAS, as required by Government Code Section 5852.1, attached hereto as Appendix B is certain financial information relating to the Series B Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Series B Bonds will be in compliance with said policy; and

WHEREAS, the District has not received a qualified or negative certification in its most recent interim report;

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

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Any capitalized terms defined in the recitals of this Resolution and not otherwise defined in this Section shall have the respective meanings given such terms in the recitals.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall LLP, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Purchase Agreement" means, if the Series B Bonds are sold on a negotiated basis under Section 3.01(a), the Bond Purchase Agreement between the District and the Original Purchaser, relating to the purchase of the Series B Bonds by the Original Purchaser.

"Bond Sale Document" means either (a) the Bond Purchase Agreement, in the event the Series B Bonds are sold on a negotiated basis under Section 3.01(a), or (b) the Official Notice of Sale, in the event the Series B Bonds are sold on a competitive public sale basis under Section 3.01(b).

"Building Fund" means the fund established and held by the County under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Series B Bonds in exchange for the amount representing the purchase price of the Series B Bonds by the Original Purchaser.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series B Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, premium for municipal bond insurance (if any) and any other cost, charge or fee in connection with the original issuance of the Series B Bonds.

"County" means the County of Santa Clara, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Treasurer" means the Santa Clara County Controller-Treasurer, or any authorized deputy thereof.

"Debt Service Fund" means the fund established and held by the County under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Alum Rock Union Elementary School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the Superintendent of the District, the Assistant Superintendent of Business Services of the District, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Series B Bonds.

"DTC" means The Depository Trust Company, and its successors and assigns.

"Education Code" means the Education Code of the State of California as in effect on the date of adoption hereof and as amended hereafter.

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described

in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Date" means each February 1 and August 1 on which interest on the Series B Bonds is due and payable, as such dates are identified in the Bond Sale Document.

"Measure S" means the measure which was submitted to, and approved by more than 55% of, the voters at an election held on November 8, 2022, under which the issuance of the Measure S Bonds has been authorized.

"Municipal Advisor" means the firm of Dale Scott & Company, Inc., as municipal advisor to the District in connection with the issuance and sale of the Series B Bonds.

"Office" means the office or offices of the Paying Agent for the payment of the Series B Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Official Notice of Sale" means, if the Series B Bonds are sold on a competitive public sale basis under Section 3.01(b), the Official Notice of Sale describing the terms and provisions upon which the bids will be received for the sale of the Series B Bonds.

"Outstanding," when used as of any particular time with reference to Series B Bonds, means all Series B Bonds except (a) Series B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Series B Bonds in lieu of or in substitution for which other Series B Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Series B Bond, means the person in whose name the ownership of such Series B Bond is registered on the Registration Books.

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Series B Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Record Date" means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and transfer of the Series B Bonds under Section 2.08.

"Resolution" means this Resolution adopted by the Board authorizing the issuance of the Series B Bonds, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Series B Bonds" means the not to exceed $52,500,000 aggregate principal amount of Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2022 Election, Series B, issued and at any time Outstanding under this Resolution.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Term Bonds" means any one or more maturities of the Series B Bonds which are subject to mandatory sinking fund redemption under Section 2.03(b).

"Original Purchaser" means the underwriting firm, investment banking firm or other financial institution which is designated as the original purchaser of the Series B Bonds upon the negotiated sale thereof pursuant to Section 3.01(a).

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

(d) Whenever the term "may" is used herein with respect to an action by one of the parties hereto, such action shall be discretionary and the party who "may" take such action shall be under no obligation to do so.

(e) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series B Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series B Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES B BONDS

Section 2.01. Authorization. The Board hereby authorizes the issuance of the Series B Bonds in the principal amount of not to exceed $52,500,000 under and subject to the terms of Article XIIIA, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition or improvement of educational facilities in accordance with the Measure S, including for the purpose of financing the acquisition, construction and improvement of facilities to be operated as affordable rental housing for teachers and employees of the District to be built on land which is owned or will be owned by the District, as authorized by the Teacher Housing Act. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series B Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Series B Bonds which are Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds shall be designated the "Alum Rock Union Elementary School District (Santa Clara County, California) General Obligation Bonds, 2022 Election, Series B". Additional designations to appropriately identify the Series B Bonds may be set forth in the Bond Sale Document.

Section 2.02. Terms of Series B Bonds.

(a) Terms of Series B Bonds. The Series B Bonds will be issued as fully registered bonds, without coupons, in the form of current interest bonds in the denomination of $5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series B Bonds maturing in the year of maturity of the Series B Bond for which the denomination is specified. The Series B Bonds shall be lettered and numbered as the Paying Agent may prescribe, and shall be dated as of the Closing Date.

Interest on the Series B Bonds is payable semiannually on each Interest Payment Date. Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest

Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series B Bond is in default at the time of authentication thereof, such Series B Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series B Bonds shall mature on August 1 in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof and as set forth in the Bond Sale Document. Interest on the Series B Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series B Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, the Superintendent or other official familiar with the projects to be financed with proceeds of the Series B Bonds is authorized and directed to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series B Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series B Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be printed on the Series B Bonds, but such numbers do not constitute a part of the contract evidenced by the Series B Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series B Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Series B Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series B Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series B Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Series B Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on any Series B Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Series B Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent. The provisions of this subsection are subject in all respects to the provisions of Section 2.09 relating to the payment of Series B Bonds which are held in the book-entry system of DTC.

Section 2.03. Redemption.

(a) Optional Redemption Dates and Prices. If and as specified in the Bond Sale Document, the Series B Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the redemption prices which are set forth in the Bond Sale Document.

(b) Mandatory Sinking Fund Redemption. If and as specified in the Bond Sale Document, any maturity of the Series B Bonds may be designated as "Term Bonds" which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the principal amounts as set forth in the Bond Sale Document, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of the Term Bonds to be redeemed in each year under this subsection will be reduced on a pro rata basis in integral multiples of $5,000, as designated in written a Written Request of the District filed with the Paying Agent.

(c) Selection of Series B Bonds for Redemption. Whenever less than all of the Outstanding Series B Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series B Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series B Bond will be deemed to consist of individual bonds of $5,000 denominations each which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of redemption of any Series B Bonds to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series B Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series B Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series B Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series B Bonds are to be called for redemption, shall designate the serial numbers of the Series B Bonds to be redeemed by giving the individual number of each Series B Bond or by stating that all Series B Bonds between two stated numbers, both inclusive, or by stating that all of the Series B Bonds of one or more maturities have been called for redemption, and shall require that such Series B Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date. Any notice of optional redemption of the Series B Bonds may state that it is conditional, in which case it shall make reference to the right of the District to rescind the notice as set forth in subsection (e) of this Section.

Upon surrender of Series B Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Series B Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Series B Bonds so called for redemption have been duly provided, the Series B Bonds called for redemption will cease to be entitled to any benefit under this Resolution, other than the

right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series B Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

Notwithstanding the foregoing provisions of this subsection, so long as the Series B Bonds are held in the book-entry system the provisions of Section 2.09 shall govern the procedures for giving notice of redemption of the Series B Bonds, if and to the extent the provisions of this Section are in conflict inconsistent with the provisions of Section 2.09.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series B Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series B Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series B Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption to the respective Owners of the Series B Bonds designated for redemption at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board.

Section 2.04. Form of Series B Bonds. The Series B Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Appendix A attached hereto.

Section 2.05. Execution of Series B Bonds. The Series B Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. Only those Series B Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series B Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Series B Bonds. Any Series B Bond may, in accordance with its terms, be transferred upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized representative, upon surrender of such Series B Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. The District may charge a reasonable sum for each new Series B Bond issued upon any transfer.

Whenever any Series B Bond is surrendered for transfer, the District will execute and the Paying Agent will authenticate and deliver new Series B Bonds for like aggregate principal amount. No transfer of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

Section 2.07. Exchange of Series B Bonds. The Series B Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Series B Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Series B Bond issued upon any exchange (except in the case of any exchange of temporary Series B Bonds for definitive Series B Bonds). No exchange of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond after it has been selected for redemption.

Whenever any Series B Bond is surrendered for exchange, the District shall execute and the Paying Agent will authenticate and deliver new Series B Bonds for like aggregate principal amount. No exchange of Series B Bonds is required to be made (a) during the period established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Series B Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Series B Bonds on the Registration Books.

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Series B Bonds, and the Series B Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series B Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series B Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series B Bonds. The District shall cause to be paid all principal and interest with respect to the Series B Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series B Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series B Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series B Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series B Bonds. In such event, the District shall issue, transfer and

exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series B Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series B Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Bonds evidencing the Series B Bonds to any Depository System Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series B Bonds. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series B Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of the Series B Bonds or to any other party, including the DTC or its successor.

ARTICLE III

SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Series B Bonds; Approval of Sale Documents.

(a) Authorization of Bond Sale Method. The Board hereby authorizes the Series B Bonds to be sold either by competitive public bidding in accordance with the provisions of subsection (b) of this Section, or on a negotiated sale basis in accordance with the provisions of subsection (c) of this Section. The Superintendent of the District is hereby authorized and directed to determine which method of sale is in the best interests of the District, based on consultation with and the advice of the Municipal Advisor, and such determination shall be final and conclusive and is hereby ratified and approved by the Board.

(b) Competitive Sale of the Series B Bonds. If the Superintendent determines that it is advisable to sell the Series B Bonds on a competitive public sale basis, the terms and conditions of the sale of the Series B Bonds shall be as specified in the Official Notice of Sale which is hereby approved in substantially the form on file with the Clerk of the Board, together with such additions thereto and changes therein as may be approved by a District Representative. A District Representative, on behalf of the District, is hereby delegated the authority to accept the best responsible bid for the purchase of the Series B Bonds, determined in accordance with the Official Notice of Sale. The sale of the Series B Bonds shall be awarded, or all bids shall be rejected, not later than 24 hours after the

expiration of the time prescribed for the receipt of proposals unless such time of award is waived by the successful bidder.

Pursuant to Government Code Section 53692, the Board hereby approves and authorizes the publication by Jones Hall LLP, as Bond Counsel to the District, of a notice of the District's intention to sell the Series B Bonds, in form and substance acceptable to Bond Counsel, in *The Bond Buyer* once at least five days prior to the date fixed for receipt of bids. The Municipal Advisor is hereby authorized and directed by the District to cause to be furnished to prospective bidders a reasonable number of copies of the Official Notice of Sale and a reasonable number of copies of the Preliminary Official Statement relating to the Series B Bonds.

(c) Negotiated Sale of Series B Bonds. If the Superintendent determines that it is advisable to sell the Series B Bonds on a negotiated sale basis, the Series B Bonds shall be sold to an underwriting firm, investment banking firm or other financial lender or underwriter which is designated by the Superintendent upon consultation with the Municipal Advisor. The Series B Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Secretary of the Board together with such additions thereto and changes therein as may be approved by a District Representative, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement for the Series B Bonds, in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the Education Code, the Board has determined to authorize the sale of the Series B Bonds on a negotiated basis for the following reasons: (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (ii) the involvement of the Original Purchaser in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (iii) a negotiated sale will permit the time schedule for the issuance and sale of the Series B Bonds to be expedited, if necessary; (iv) a negotiated sale provides the District access to the Original Purchaser's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between the District's objectives and investor acceptance and demand; and (v) a negotiated sale provides time for the Original Purchaser to educate potential investors about the District and the Series B Bonds with the goal of maximizing investor orders and reducing the interest cost on the day of bond pricing.

(d) Bond Sale Parameters. The Series B Bonds shall be sold at a true interest rate not to exceed 8.00% per annum and the final maturity date of the Series B Bonds shall not exceed the limits contained in the Bond Law. The Original Purchaser's discount on the sale of the Series B Bonds shall not exceed 0.70% of the par amount of the Series B Bonds, and the Series B Bonds shall have a ratio of total debt service to principal of not to exceed four to one. The parameters set forth in this subsection shall apply to the sale of the Series B Bonds under either subsection (b) or subsection (c) of this Section.

(e) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the

Preliminary Official Statement describing the Series B Bonds in the form on file with the Clerk of the Board. A District Representative is hereby individually authorized, at the request of the Original Purchaser, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a Final Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Original Purchaser. A District Representative shall execute the Final Official Statement in the name and on behalf of the District.

(f) Provisions of Bond Sale Document to Control. Notwithstanding anything herein to the contrary, any of the terms of the Series B Bonds may be established or modified under the Bond Sale Document. In the event of a conflict or inconsistency between this Resolution and the Bond Sale Document relating to the terms of the Series B Bonds, the provisions of the Bond Sale Document shall be controlling.

(g) Presentation of Actual Cost Information at Board Meeting. As required by Government Code Section 53509.5, after the sale of the Series B Bonds the Board shall present actual cost information for the sale at its next scheduled public meeting, and an itemized summary of the costs of the Series B Bonds shall be submitted to the California Debt and Investment Advisory Commission.

Section 3.02. Application of Proceeds of Sale of Series B Bonds. The proceeds of the Series B Bonds shall be applied on the Closing Date as follows:

(a) The Original Purchaser shall transfer an amount equal to the net premium (if any) received by the District on the sale of the Series B Bonds to the County Treasurer for deposit in the Debt Service Fund.

(b) The Original Purchaser shall transfer to U.S. Bank Trust Company, National Association, as custodian under the agreement referenced in Section 3.04, an amount set forth in a Written Request of the District to be applied to the payment of the Costs of Issuance.

(c) The Original Purchaser shall transfer the remainder of such proceeds to the County Treasurer for deposit in the Building Fund.

Section 3.03. Building Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "2022 Election, Series B Building Fund", which the County shall maintain as a separate account, distinct from all other funds of the County and the District. The proceeds received by the County from the sale of the Series B Bonds shall be deposited in the Building Fund to the extent required by Section 3.02(c), to be expended by the District in accordance with Measure S, including for payment of Costs of Issuance to the extent not paid from the account established for that purpose under Section 3.04. The District hereby represents and warrants that the proceeds of the Series B Bonds will be expended solely for the purpose of financing the projects and facilities specified in Measure S. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the

County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund to be applied to pay the principal of and interest on the Series B Bonds.

Section 3.04. Costs of Issuance Custodian Agreement. In order to provide for the payment of the Costs of Issuance, the Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement relating to the Series B Bonds with U.S. Bank Trust Company, National Association. The Board hereby authorizes a District Representative to approve the form of said Costs of Issuance Custodian Agreement and to execute and deliver said agreement in the name and on behalf of the District. Pursuant to Section 3.02(b), a portion of the proceeds of sale of the Series B Bonds shall be deposited with said custodian and shall be applied thereunder to the payment of Costs of Issuance in accordance with written requisitions to be submitted by a District Representative in accordance with said agreement.

Section 3.05. Professional Services. The firm of Dale Scott & Co. Inc., has previously been engaged to serve the District as Municipal Advisor, and the firm of Jones Hall LLP has previously been engaged by the District to serve as bond counsel and disclosure counsel, in connection with the issuance and sale of general obligation bonds of the District, including the Series B Bonds. The estimated costs of issuance associated with the issuance of the Series B Bonds are set forth in Appendix B.

Section 3.06. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE SERIES B BONDS; PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Series B Bonds. The Series B Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Series B Bonds and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series B Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and deposited in the Debt Service Fund.

The principal of and interest on Series B Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series B Bonds. In no event are the principal of and interest on the Series B Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Alum Rock Union Elementary School District 2022 Election, Series B Bond Debt Service Fund", which the County shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Series B Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

In addition, the County Treasurer shall deposit into the Debt Service Fund the amount of net premium (if any) received by the District on the sale of the Series B Bonds as provided in Section 3.02(a). The amount of such premium which is deposited in the Debt Service Fund shall be applied to pay interest coming due and payable on the Series B Bonds on the next succeeding Interest Payment Dates.

Any moneys remaining in the Debt Service Fund after the Series B Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District for deposit in the District's general fund in accordance with Section 15234 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County shall transfer amounts on deposit in the Debt Service

Fund, to the extent necessary to pay the principal of and interest on the Series B Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series B Bonds. DTC will thereupon make payments of principal and interest on the Series B Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series B Bonds. As provided in Section 15323 of the Education Code, amounts in the Debt Service Fund for the Series B Bonds shall also be applied to pay the expense of paying such Series B Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Series B Bonds, and all amounts on deposit in the Debt Service Fund, to the payment of the principal and interest on the Series B Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series B Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Series B Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series B Bonds to provide security for the Series B Bonds in addition to any statutory lien that may exist.

Section 4.05. Investments. All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series B Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The Board will direct the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds, in conformity with the terms of the Series B Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series B Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series B Bonds then Outstanding, or their representatives authorized in writing.

Section 5.03. Protection of Security and Rights of Series B Bond Owners. The District will preserve and protect the security of the Series B Bonds and the rights of the Series B Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series B Bonds by the District, the Series B Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants. It is intended that interest on the Series B Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Series B Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section shall apply to those Series B Bonds which are issued on a federally tax-exempt basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series B Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series B Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series B Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series B Bonds, records of the determinations made under this subsection. In order to provide for the administration of this subsection, the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which a District Representative is hereby authorized to execute and deliver on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not constitute a default by the District hereunder or under the Series B Bonds; however, any Participating Original Purchaser (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of Section 8855(k) of the California Government Code with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting shall not constitute a default by the District hereunder or under the Series B Bonds.

Section 5.07. Further Assurances. The District shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series B Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Series B Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series B Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District. In the event of any inconsistency or conflict between the provisions of this Resolution and the provisions of such Paying Agent Agreement, the provisions of such Paying Agent Agreement shall be controlling.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series B Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Series B Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements in this Resolution and in the Series B Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates

or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Paying Agent. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES B BOND OWNERS

Section 7.01. Remedies of Series B Bond Owners. Any Series B Bond Owner has the right, for the equal benefit and protection of all Series B Bond Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series B Bond Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Series B Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.02. Remedies Not Exclusive. No remedy herein conferred upon the Owners of the Series B Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series B Bond Owners.

Section 7.02. Non-Waiver. Nothing in this Article or in any other provision of this Resolution or in the Series B Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B Bonds to the respective Owners of the Series B Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series B Bonds.

A waiver of any default by any Series B Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series B Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series B Bond Owners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series B Bond Owners, the District and the Series B Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

Section 8.01. Amendments Effective Without Consent of the Owners. The Board may amend this Resolution from time to time, without the consent of the Owners of the Series B Bonds, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution; or

(c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series B Bond Owners in the opinion of Bond Counsel filed with the District.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series B Bonds which are Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Series B Bonds: (a) a change in the terms of maturity of the principal of any Outstanding Series B Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series B Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Series B Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series B Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series B Bonds.

Section 9.02. Defeasance of Series B Bonds.

(a) Discharge of Resolution. The Series B Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on such Series B Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay such Series B Bonds; or

(iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series B Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series B Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series B Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series B Bond (whether upon or prior to its maturity or the redemption date of such Series B Bond), provided that, if such Series B Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series B Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series B Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment.

The District may at any time surrender to the Paying Agent for cancellation by it any Series B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Series B Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Series B Bonds and all unpaid interest thereon to maturity, except that, in the case of Series B Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series B Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series B Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series B Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent for the payment of the principal or redemption price of, or interest on, any Series B Bonds and remaining unclaimed for two years after the principal of all of the Series B Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series B Bonds became due and payable, shall, upon request of the District, be repaid to the District and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series B Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series B Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Series B Bond Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by the Series B Bond Owners may be in one or more instruments of similar tenor, and shall be executed by the Series B Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series B Bond Owner or their attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series B Bond shall bind all future Owners of such Series B Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series B Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duly provided by law.

Section 9.05. Non-Liability of County; Indemnification. Notwithstanding anything stated to the contrary in this Resolution, the Series B Bonds are not a debt of the County, including its Board, officers, officials, agents and employees, and the County, including its Board, officers, officials, agents and employees, shall have no obligation to repay the Series B Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Series B Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Series B Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of

such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series B Bonds therein referred to.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series B Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series B Bond Owners.

Section 9.08. Validation. The Series B Bonds, contracts, agreements, closing certifications and projections and all other actions taken and documents authorized and executed in connection with the Series B Bonds and the election authorizing the issuance thereof shall benefit from the procedures, protections and limitations set forth in Government Code 53510 and Code of Civil Procedure 860 and following.

Section 9.09. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Alum Rock Union Elementary School District of Santa Clara County, being the Board authorized by law to make the designations therein contained by the following vote, on February 26, 2026.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
President of the Board

Attest:

_____
Clerk of the Board

APPENDIX A

FORM OF SERIES B BOND*

REGISTERED BOND NO. _____ **$_____**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
(Santa Clara County, California)

GENERAL OBLIGATION BOND
2022 ELECTION, SERIES B

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (the "District"), located in Santa Clara County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____, 20__ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated prior to _____, 20__, in which event it will bear interest from the Dated Date set forth above.

The principal of and interest on this Bond are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. The principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon

* *Note: all blanks herein will be filled in to reflect information which becomes available after the sale of the Series B Bonds. Such information is intended to be blank in this Appendix A.*

is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least $1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of $_____ of Bonds issued for the purpose of raising money for the acquisition, construction and rehabilitation of school facilities and for the purpose of prepaying outstanding obligations of the District, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and under the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a special bond election held on November 8, 2022, upon the question of issuing Bonds in the amount of $71,500,000, and under a resolution of the Board of Trustees of the District adopted on February 26, 2026 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of $5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__, and on any Interest Payment Date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

[*if applicable*: The Bonds maturing on August 1 in each of the years ____ and _____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of $5,000, as designated under written notice filed by the District with the Paying Agent.

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been

met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Fiscal Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Alum Rock Union Elementary School District has caused this Bond to be executed by the facsimile signature of the President of its Board of Trustees, and attested by the facsimile signature of the Secretary of its Board of Trustees, all as of the date stated above.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By_____
President
Board of Trustees

Attest:

_____
Secretary
Board of Trustees

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Paying Agent

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____
_____
_____
(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series B Bonds (Estimated): 4.50%

2. Finance charge of the Series B Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately $361,250. Such amount consists of costs of issuing the Series B Bonds in the amount of approximately $230,000, plus estimated Original Purchaser' compensation in the amount of $131,250.

3. Proceeds of the Series B Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series B Bonds (Estimated): $52,138,750.

4. Total Payment Amount for the Series B Bonds, being the sum of all debt service to be paid on the Series B Bonds to final maturity (Estimated): $109,311,875.

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt interest rates available in the bond market at the time of pricing the Series B Bonds.*

8.1

Docusign Envelope ID: D65EC507-2144-44A7-B31C-02AFB475C2B6
Docusign Envelope ID: 82C7AB0B-3E34-4E00-824B-472BCA3D1704

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 13, 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 Initial: KJ Title: Director of Student Support Services

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

To the Board of Trustees:

Recommend Approval

8.1
Agenda Placement

Meeting: February 26, 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

Field Trip Information Sheet

Overnight Field Trips are in BOLD

Field Trips for Board Approval: February 26, 2026

School	Field Trip Event	City, and County	Date	# of classes	Estimated Cost	Budget (coding)	Purpose: (academic standard the trip supports)
UJ	Exploratorium San Francisco	San Francisco, San Francisco County	04/22/2026	8	$5322.40 Transportation	010-0000-0-5835-00-1110-1000-000000-295-5000	Students will learn about STEM careers by exploring different science exhibits and enhance their learning of science objectives and standards.
QF	Academy of Science	San Francisco, San Francisco County	03/23/26	3	$1600.00 Transportation $1,052.70 Admission	060-9010-0-5720-00-1110-1000-000000-280-2110 060-9010-0-5835-00-1110-1000-000000-280-2110	Visit the Academy of Sciences to learn more about animals and their habitats. Make observations about how animals could live in the wild.
QF	UC Berkeley	Berkeley, Alameda County	04/15/26	2	$1,400.00 Transportation	060-9010-0-5720-00-1110-1000-020500-280-2110	To learn the UC admission process.
QF	California State University Monterey Bay	Monterey, Monterey County	03/11/2026	2	$1621.00 Transportation	060-9010-0-5720-00-1110-1000-000000-280-2110	Students will be visiting the campus to learn about the University and future plans to attend.

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: February 23, 2026

Subject: **Approve Resolution No. 59-25/26 Board Proclamation Recognizing 100 Years of Celebrating Black History in Furtherance of approved Resolution No. 34-25/26.**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 26, 2026
Regular Board Meeting

8.2
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
Board Proclamation recognizing 100 years of celebrating Black History in furtherance of approved Resolution No. 34-25/26;

Resolution No. 59-25/26

WHEREAS Dr. Carter G. Woodson launched Negro History Week in February 1926 and set it aside as a time to study, teach, and celebrate the significant contributions that Black people had made to American society;

WHEREAS Negro History Week later expanded into a month-long celebration and became known as Black History Month, and was officially recognized in 1976 by President Gerald Ford, who urged all Americans to honor the historic contributions that Black people had made to America during the nation's Bicentennial;

WHEREAS Black History Month, which originated in America, is celebrated (but observed differently) around the world—from Canada in February to the United Kingdom, the Netherlands, and Ireland in October; from Australia in July (with *Black History Month* coinciding with National Aboriginal & Islander Day Observance Committee week) to various Latin American nations celebrating specific days, including Colombia's Afro-Colombian Day on May 21, Panama's Black Ethnicity Day on May 30, and Brazil's Black Consciousness Day on November 20;

WHEREAS the Association of African American Life and History (ASALH), founded in 1915 by Dr. Carter G. Woodson, has faithfully kept the tradition set forward by Dr. Woodson of setting the yearly Black History Month theme, working with ASALH local branches to host Black History Month celebrations, and hosting an annual Black History Month Luncheon;

WHEREAS 2026 marks one hundred years of Black history commemorations—50 years of Negro History Week and 50 years of Black History Month—and is thereby officially noted in the 2026 Black History Month theme: A Century of Black History Commemorations;

NOW THEREFORE, the Alum Rock Union School District Board of Trustees, does hereby acknowledge and recognize **FEBRUARY 2026 AS BLACK HISTORY MONTH** and urge everyone to recognize and observe this month by hosting and/or participating in Black History Month activities, and by taking up the shared work of protecting, promoting, and preserving Black History as a significant part of the American story.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on February 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Date: February 26, 2026

_____

Clerk of the Governing Board

9.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 13, 2026

Subject: **Debt Management Strategy Presentation**

Support Information: Dale Scott & Company will provide an update on the District's long-term Debt Management Strategy, including an overview of financing capacity, timing considerations, and potential 2026 bond and parcel tax measures for Board consideration.

Fiscal Impact: No Cost

Budget Source: Not Applicable

****PRESENTATION ONLY**

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

To the Board of Trustees: Meeting: February 26, 2026
Regular Board Meeting

PRESENTATION ONLY

9.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

FEBRUARY 26, 2026

Thinking forward for schools and communities.



DS&C

ALUM ROCK UNION SCHOOL DISTRICT

DEBT MANAGEMENT STRATEGY

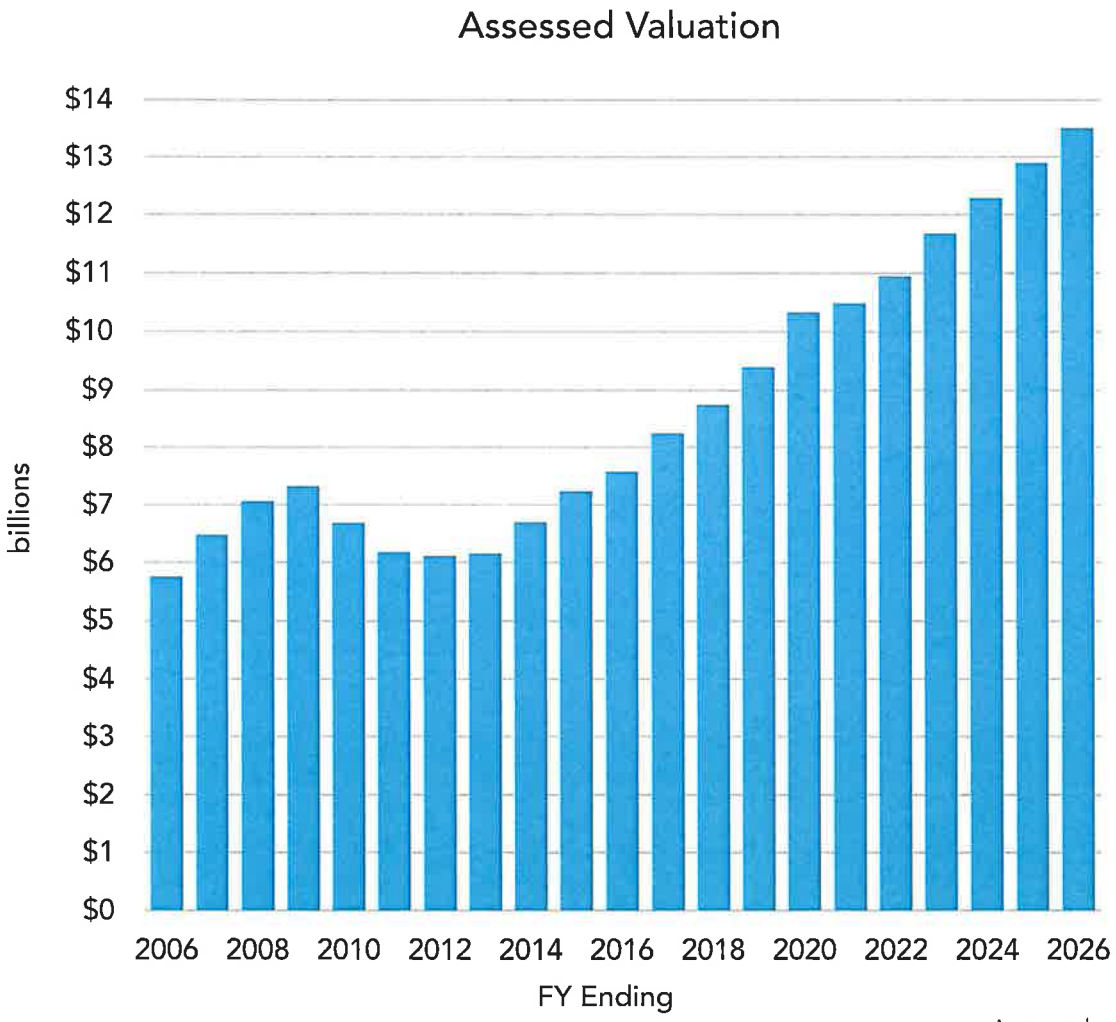
548 Market Street, Suite 44410 | San Francisco, CA 94104 | 415.956.1030 | www.dalescott.com

ALUM ROCK UNION SCHOOL DISTRICT

DEBT REVIEW

Assessed Valuation

DISTRICT ASSESSED VALUATION HAS GROWN BY 15.6% OVER THE PAST 3 YEARS



Assessed Valuation: 2006 to 2026		
FY Ending	(billions)	% change
2006	$5.8	10.8%
2007	$6.5	12.6%
2008	$7.1	9.0%
2009	$7.3	3.8%
2010	$6.7	-8.7%
2011	$6.2	-7.7%
2012	$6.1	-1.1%
2013	$6.2	0.8%
2014	$6.7	8.8%
2015	$7.2	8.0%
2016	$7.6	4.7%
2017	$8.2	8.8%
2018	$8.7	6.0%
2019	$9.4	7.5%
2020	$10.3	10.0%
2021	$10.5	1.5%
2022	$11.0	4.5%
2023	$11.7	6.7%
2024	$12.3	5.2%
2025	$12.9	5.0%
2026	$13.5	4.7%
5 Year Average		5.2%
10 Year Average		5.9%
20 Year Average		4.4%

Source: California Municipal Statistics
Assessed valuation growth rates are based on actual (non-rounded) assessed values

GO Bond Elections

ALUM ROCK UNION SD CURRENTLY HAS $97 MILLION IN UNISSUED BONDS

GO Bond Election Details						
Election Date	Amount	Measure	Type	%Yes	Pass/Fail	Unissued Bonds
March 5, 1991	$47,000,000		Two-Thirds	85.4%	Pass	$0
June 3, 2008	~~$179,000,000~~ $39,000,329	G	Prop 39	79.1%	Pass	$0
November 6, 2012	~~$125,000,000~~ $53,500,000	J	Prop 39	79.5%	Pass	$0
June 7, 2016[1]	$139,999,671	I	Prop 39	78.8%	Pass	$44,499,671
November 8, 2022[2]	$71,500,000	S	Prop 39	71.3%	Pass	$52,500,000

[1] Measure I reauthorized a portion of Measure G bonds
[2] Measure S reauthorized a portion of Measure J bonds
Sources: Santa Clara County, Ed-data.org and EMMA filings

Outstanding GO Bonds

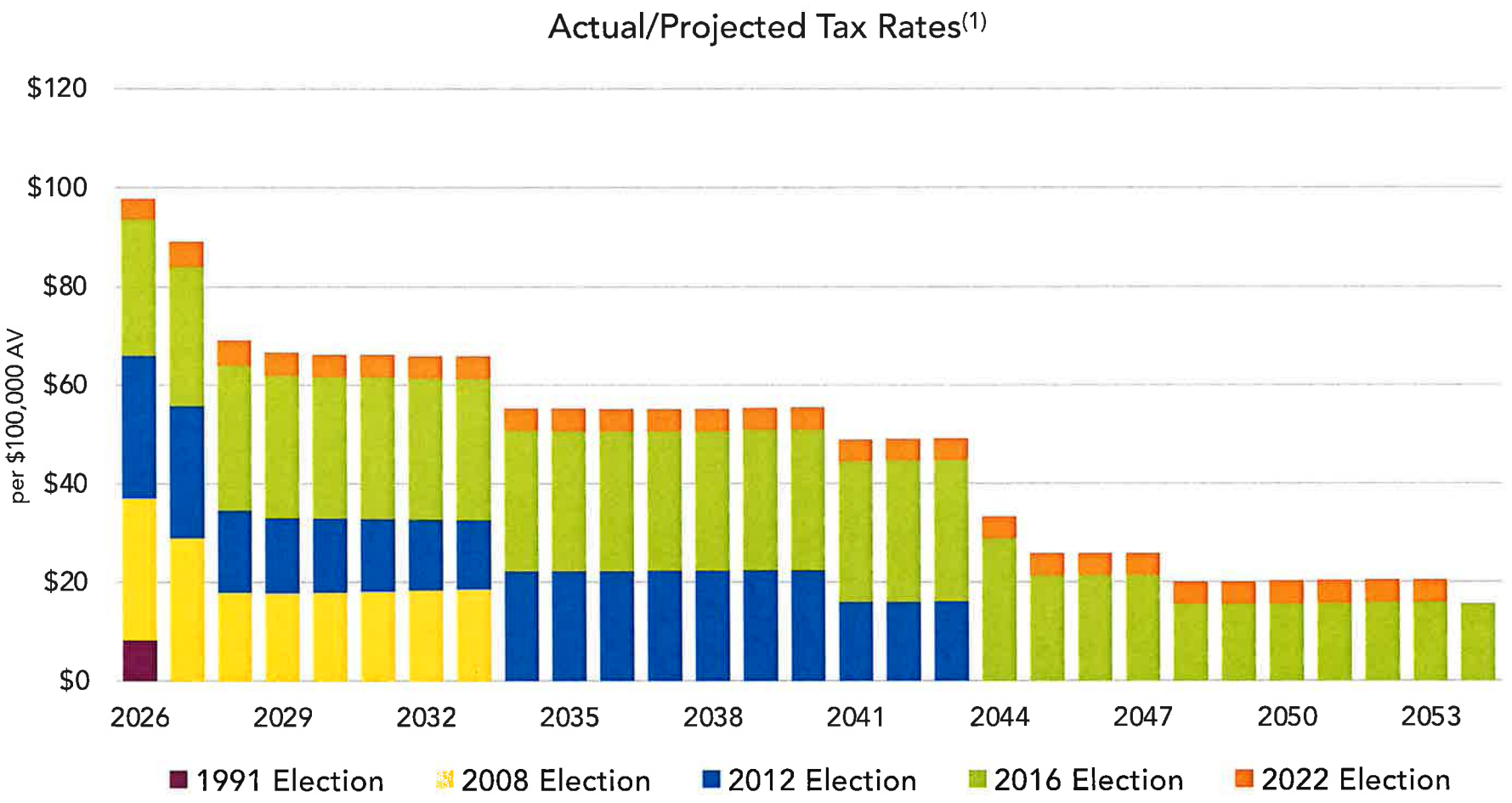
THE DISTRICT CURRENTLY HAS TEN GO BOND SERIES OUTSTANDING

Alum Rock Union SD Outstanding GO Bonds					
Series	Issuance Date	Original Principal	Outstanding Principal	Final Maturity	Optional Call Date
2010 Refunding, Series A	3/31/2010	$13,600,000	$295,000	9/1/2026	non-callable
2016 Refunding, Series A	11/22/2016	$1,855,000	$345,000	8/1/2026	non-callable
2016 Refunding, Series B	11/22/2016	$7,085,000	$685,000	8/1/2026	non-callable
2016 Election, Series A	7/19/2022	$40,000,000	$34,730,000	8/1/2047	8/1/2032
2023 Refunding	5/24/2023	$29,280,000	$27,985,000	8/1/2043	8/1/2033
2022 Election, Series A	5/24/2023	$19,000,000	$14,630,000	8/1/2053	8/1/2033
2016 Election, Series B	7/3/2024	$40,000,000	$39,130,000	8/1/2054	8/1/2034
2025 Refunding, Series A	5/7/2025	$15,070,000	$14,885,000	8/1/2040	8/1/2035
2025 Refunding, Series B	5/7/2025	$25,625,000	$25,345,000	8/1/2033	non-callable
2016 Election, Series C	5/22/2025	$15,500,000	$15,500,000	8/1/2044	8/1/2035
Total		**$207,015,000**	**$173,530,000**		

Sources: Bloomberg, District Official Statements

Tax Rate Projections

TAX RATE PROJECTIONS FOR CURRENTLY OUTSTANDING BONDS

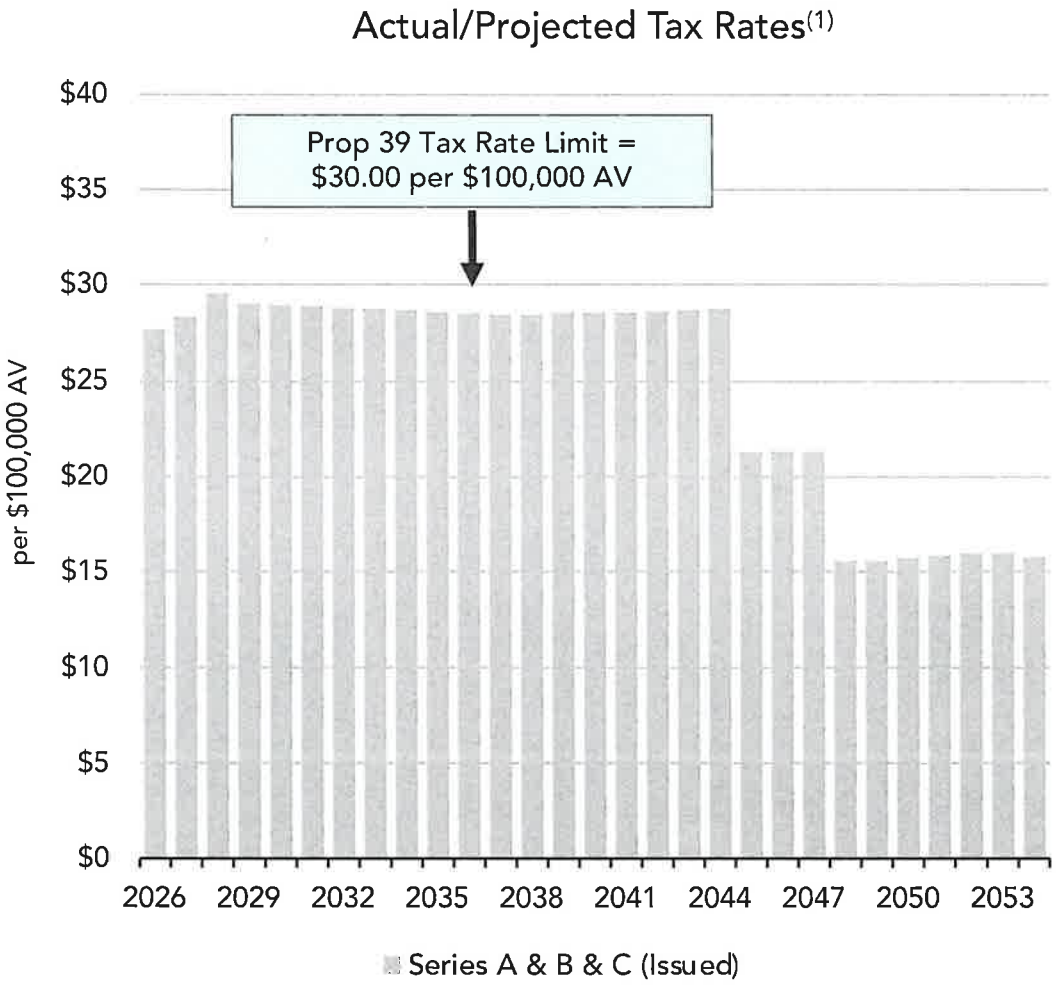


(1) Assumes 5.50% annual AV growth through 2029, 3.75% thereafter

Source: District Official Statements

2016 Election Bonds (Measure I)

$44.5 MILLION MEASURE I BONDS CURRENTLY REMAIN UNISSUED



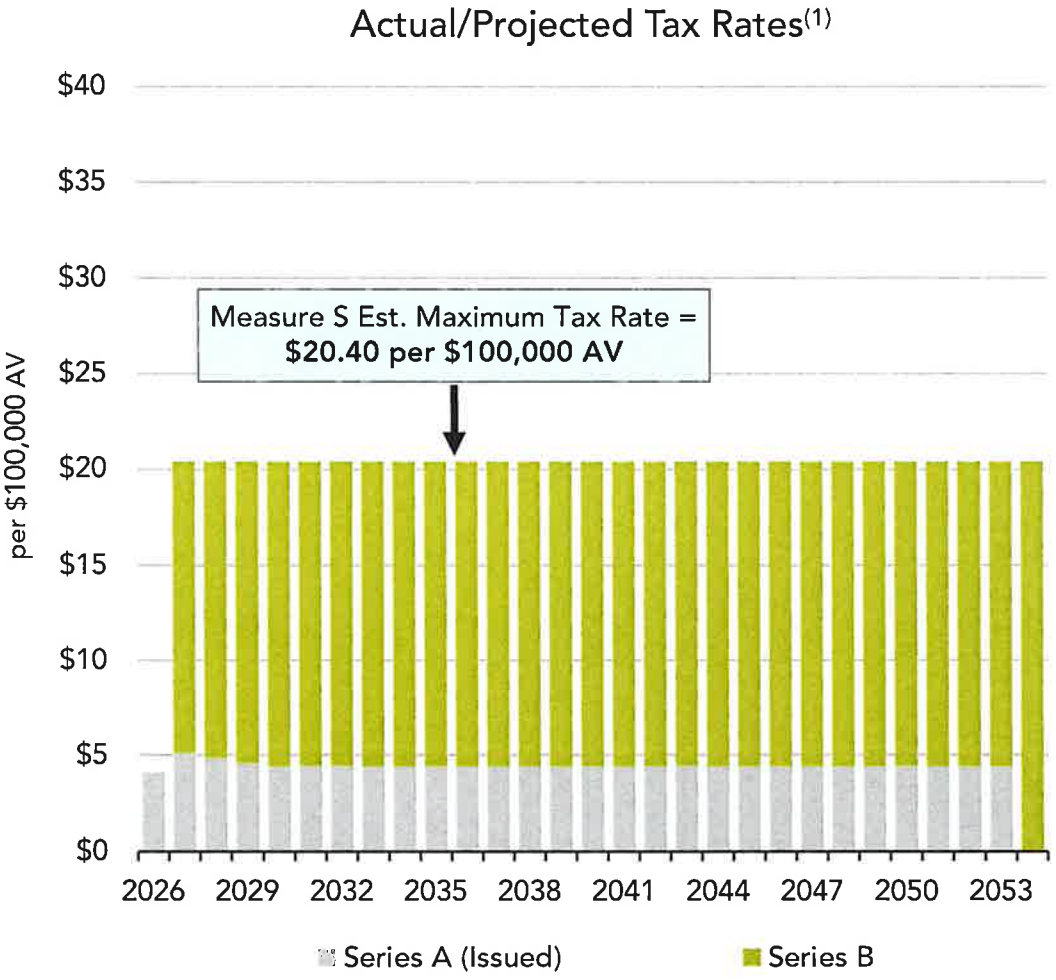
Actual Bond Issuance Schedule		
Year Issued	Series	Principal Amount
2022 (issued)	Series A	$40,000,000
2024 (issued)	Series B	$40,000,000
2025 (issued)	Series C	$15,500,000
Remaining Unissued Authorization Following Series C		$44,499,671

(1) Assumes 5.50% annual AV growth through 2029, 3.75% thereafter

Source: District Official Statements

2022 Election Bonds (Measure S)

$52.5 MILLION MEASURE S BONDS CURRENTLY REMAIN UNISSUED



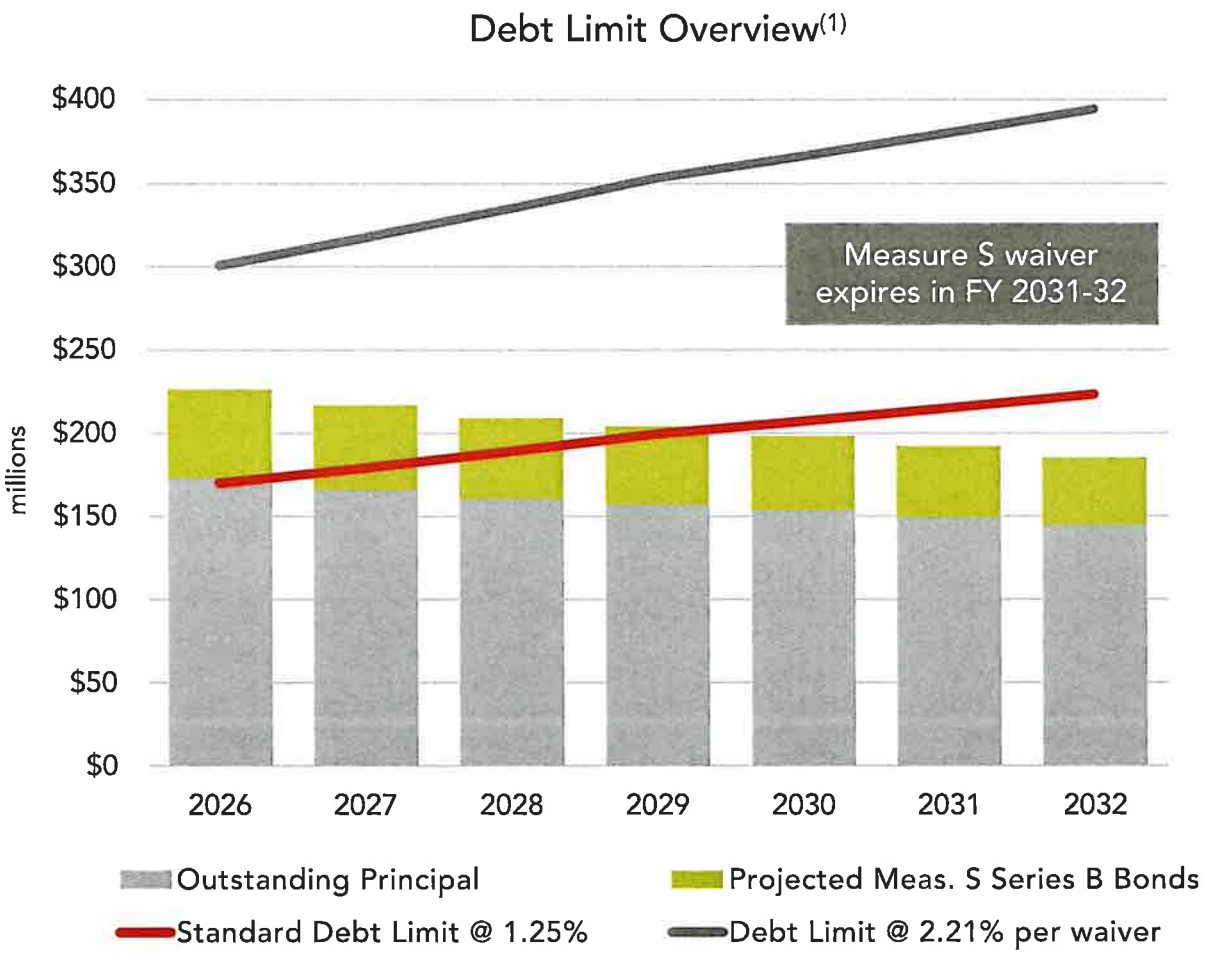
Actual/Projected Bond Issuance Schedule		
Year Issued	Series	Principal Amount
2023 (issued)	Series A	$19,000,000
2026	Series B	$52,500,000
Remaining Unissued Authorization Following Series B		$0

(1) Assumes 4.75% interest rates; 5.50% annual AV growth through 2029, 3.75% thereafter

Source: District Official Statements

Debt Limit

BONDING CAPACITY INCREASES AS ASSESSED VALUE GROWS AND BONDS ARE REPAID

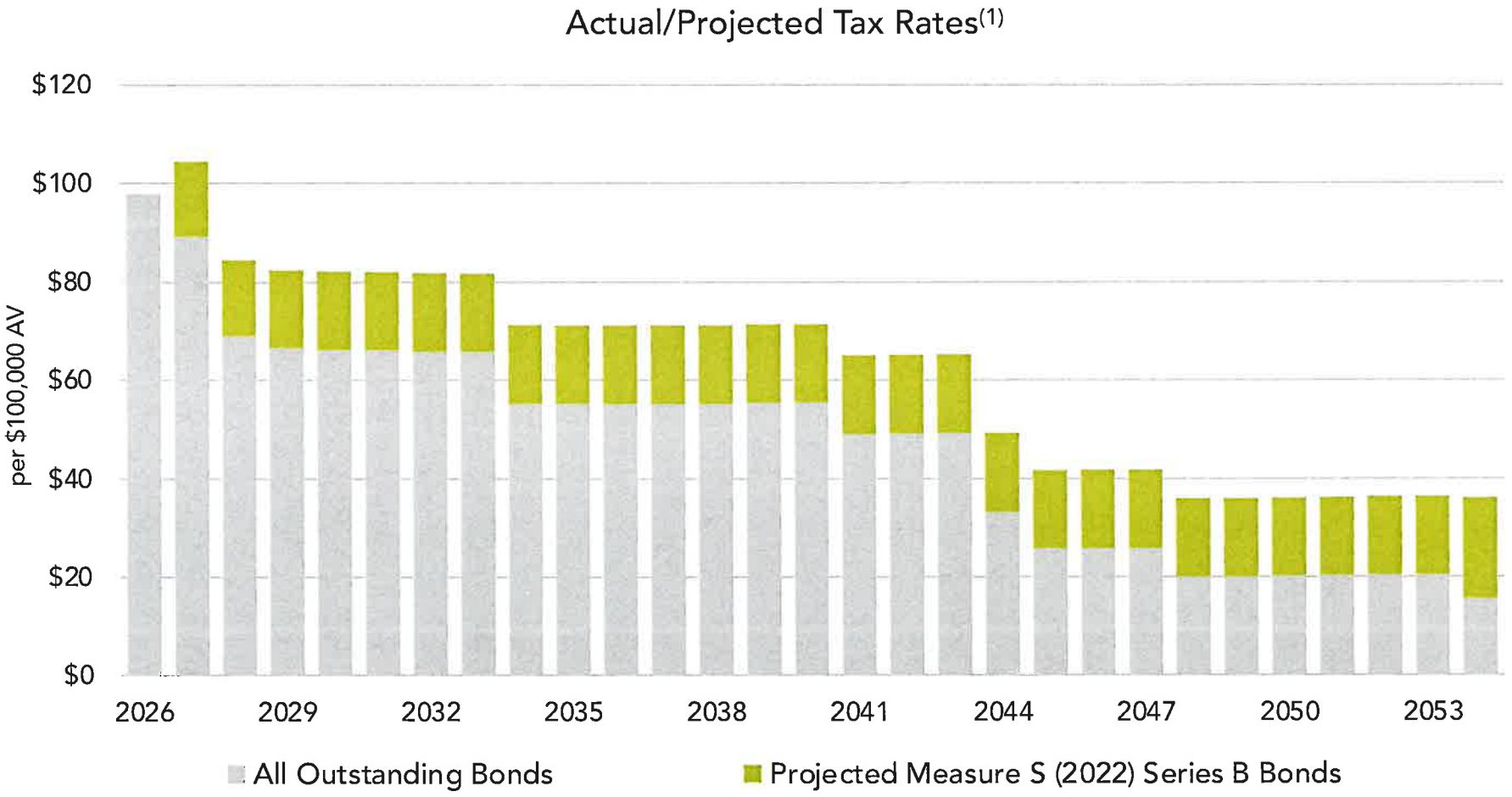


- Ed code limits principal amount of GO bonds issued to 1.25% of assessed value for elementary school districts
- Districts regularly request and are granted waivers to issue bonds in excess of this limit
- Alum Rock Union SD had a waiver for Measure I (2016) which expired in **August 2025**
- Alum Rock Union SD currently has a waiver for Measure S (2022) which expires in **August 2031**
- Measure S waiver allows for a combined debt limit of **2.21%**

(1) Assumes 5.50% annual AV growth through 2029, 3.75% thereafter
Source: California *Education Code (EC)* Section 33050

Tax Rate Projections w/ Future Measure S Bonds

TAX RATE PROJECTIONS FOR CURRENT BOND AUTHORIZATIONS



(1) Assumes 4.75% interest rates; 5.50% annual AV growth through 2029, 3.75% thereafter
Source: District Official Statements

Timetable

FINANCING TIMETABLE FOR SERIES B

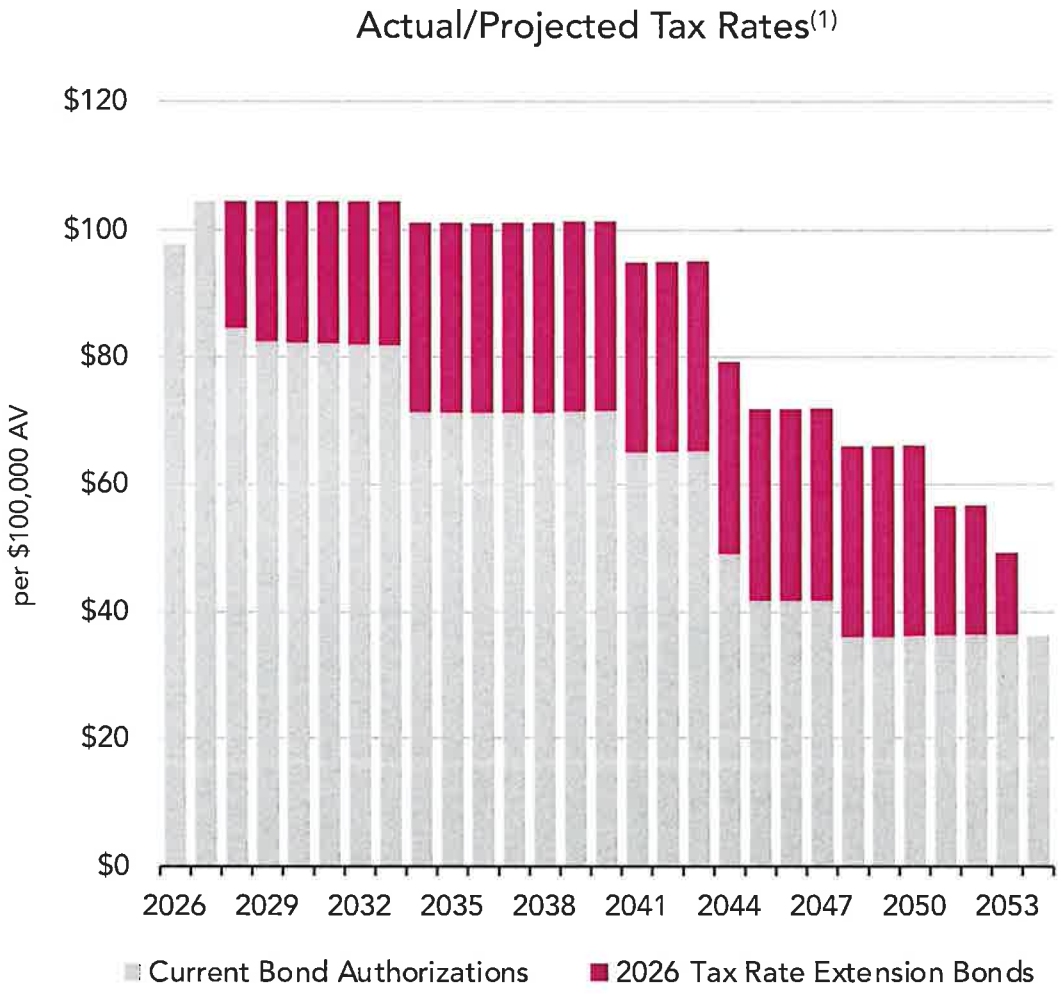
Projected Series B Bonds Financing Timetable	
Action	Date
February 26, 2026	**District Board Action**
Week of March 2, 2026	Rating Presentation
March 26, 2026	Post Preliminary Official Statement
April 2, 2026	Bond Pricing
April 9, 2026	Post Final Official Statement
April 16, 2026	Close

ALUM ROCK UNION SCHOOL DISTRICT

2026 GO BOND ELECTION

2026 Tax Rate Extension

NEW MEASURE PROJECTED TO GENERATE $100 MILLION WITH NO TAX RATE INCREASE



2026 Tax Rate Extension Bonds Projected Issuance Schedule		
Year Issued	Series	Principal Amount
2027	Series A	$33,330,000
2029	Series B	$33,330,000
2032	Series C	$33,340,000
Total		$100,000,000

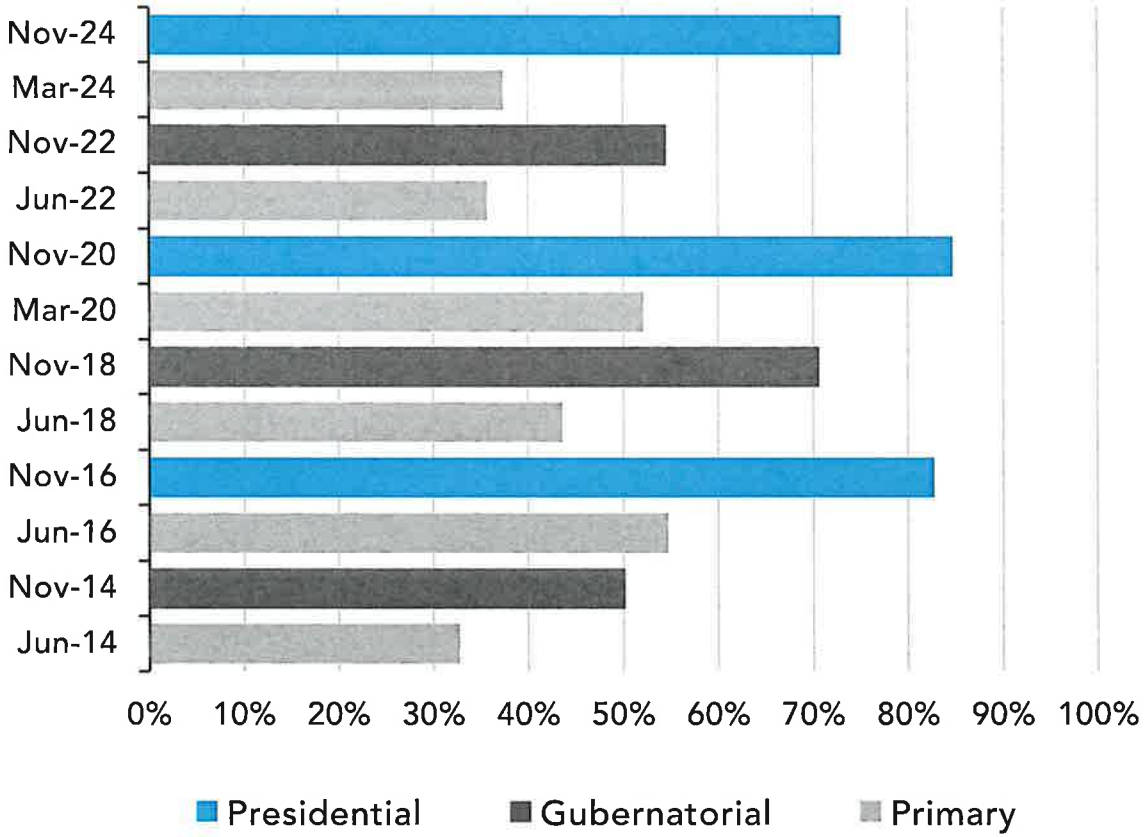
(1) Assumes 4.75% interest rates; 5.50% annual AV growth through 2029, 3.75% thereafter

Source: District Official Statements

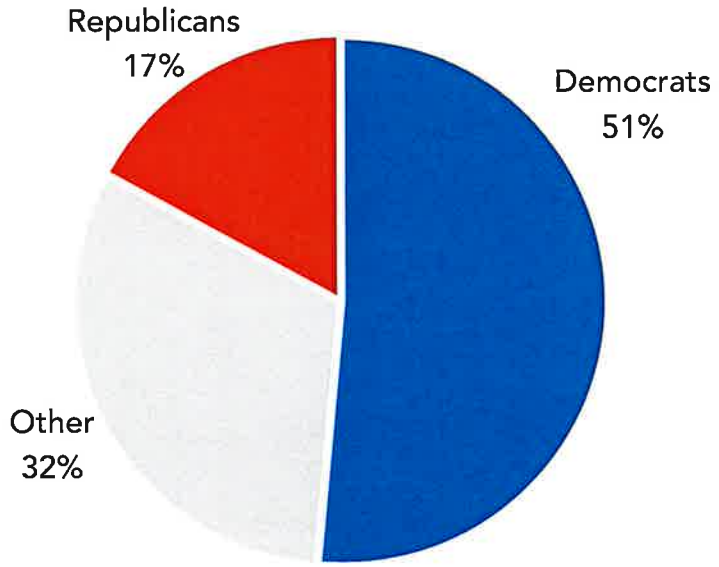
Voter Information

54,528 REGISTERED VOTERS IN THE ALUM ROCK UNION SCHOOL DISTRICT

Santa Clara County:
Voter Turnout



Alum Rock Union School District:
Party Affiliations



Sources: CA Secretary of State and Politicaldata.com

Santa Clara County K-12 Bond Elections 2002 to 2024

Presidential or Gubernatorial Elections Prop 39 Bonds					
	Pass		Fail		Total Measures
	Measures	%	Measures	%	
November Elections	52	100%	0	0%	52
Feb/Mar/Jun Primaries	29	88%	4*	12%	33
Total	81	95%	4	5%	85

Presidential or Gubernatorial Elections Parcel Tax					
	Pass		Fail		Total Measures
	Measures	%	Measures	%	
November Elections	20	65%	11	35%	31
Feb/Mar/Jun Primaries	15	60%	10**	40%	25
Total	35	63%	21	38%	56

*100% of failing measures were on the March 2020 Ballot
**60% of failing measures were on the March 2020 ballot
Source: CA Sec of State

ALUM ROCK UNION SCHOOL DISTRICT

PARCEL TAXES

Parcel Tax Elections

VOTERS HAVE SHOWN STRONG SUPPORT FOR PAST PARCEL TAX MEASURES

Parcel Tax Election Details					
Election Date	Initial Tax Per Parcel[1]	Measure	% Yes	Pass/Fail	Expiration
November 2, 2004	$100.00	R	68.90%	Pass	5 Years (2010)
June 8, 2010	$160.00[2]	I	74.40%	Pass	5 years (2015)
November 4, 2014	$176.42[3]	O	74.98%	Pass	7 years (2022)
June 7, 2022	$214.10[3]	I	69.40%	Pass	7 years (2029)

[1] Subject to annual inflation adjustments
[2] Increased prior tax by $48.00
[3] Extended prior parcel tax
Sources: Ballotpedia, Ed Data & Santa Clara County ROV

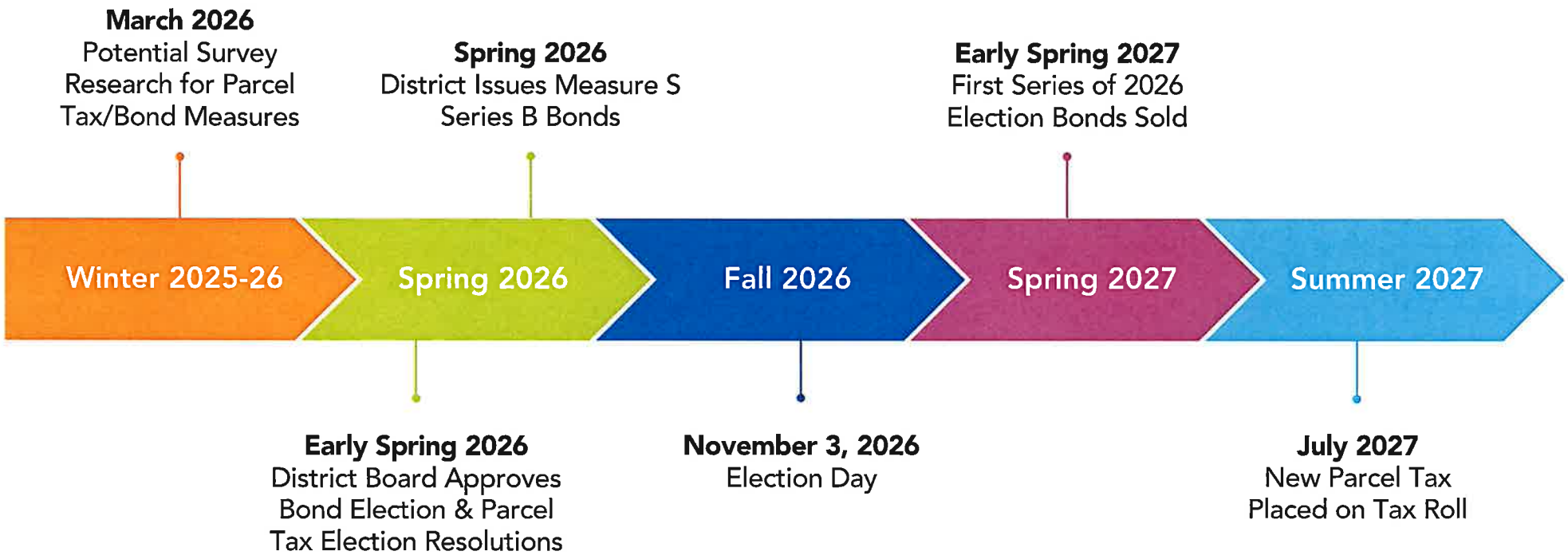
Alum Rock Union SD: Parcel Tax History

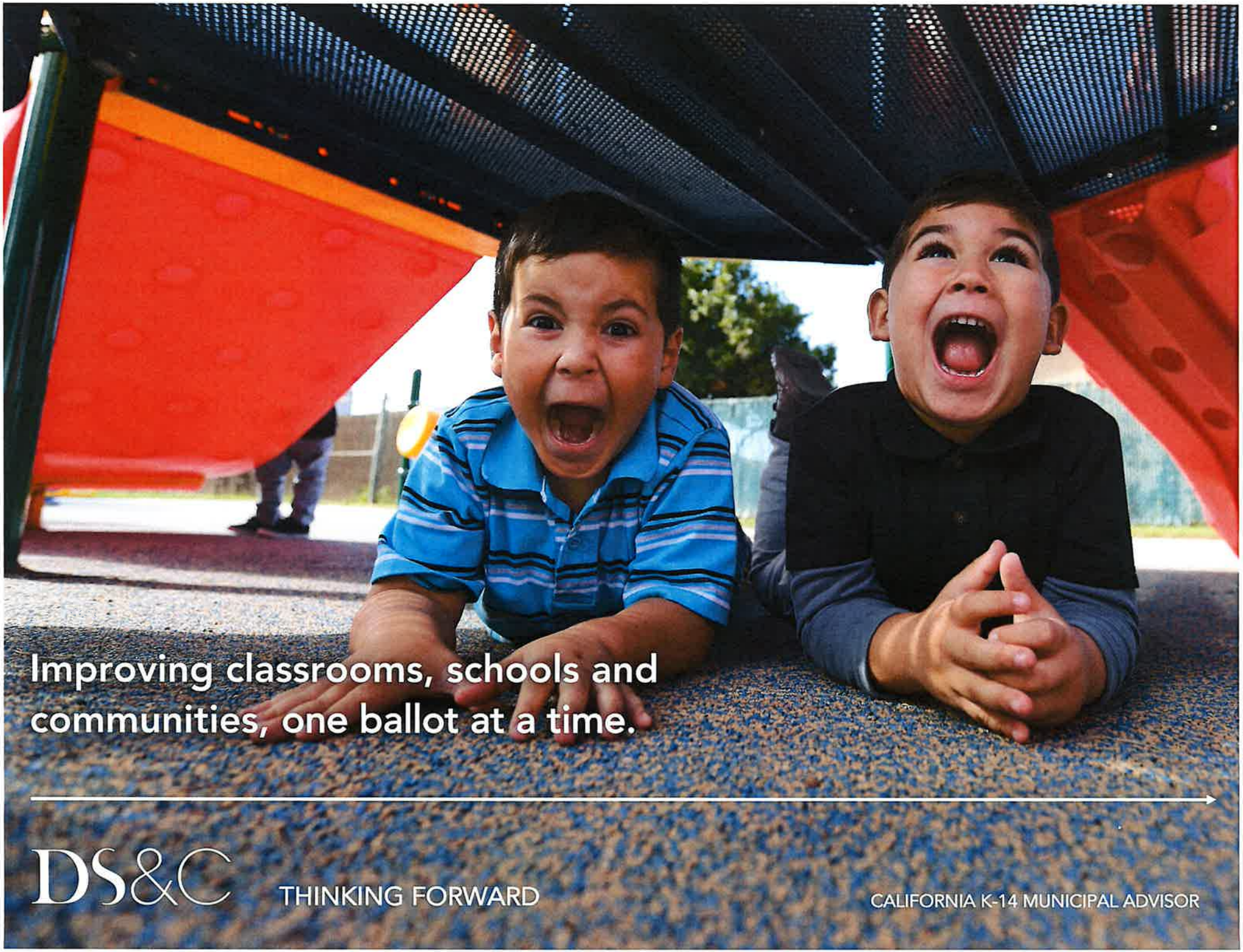
Initial Tax[1] / Term	Measure R $100.00 5 Years	Measure I $160.00 5 Years	Measure O $176.42 7 Years	Measure I $214.10 7 Years
2004-05	11/04: approved			
2005-06	07/05: begins			
2006-07				
2007-08				
2008-09				
2009-10	6/10: expires	6/10: approved		
2010-11		7/10: begins		
2011-12				
2012-13				
2013-14				
2014-15		6/15: expires	11/14: approved	
2015-16			7/15: begins	
2016-17				
2017-18				
2018-19				
2019-20				
2020-21				
2021-22			6/22: expires	6/22: approved
2022-23				7/22: begins
2023-24				
2024-25				
2025-26				
2026-27				
2027-28				
2028-29				6/29: expires

[1] Subject to annual inflation adjustments

Sources: Ballotpedia and Santa Clara County ROV

Estimated Timeline for Bond and Parcel Tax Elections




Improving classrooms, schools and communities, one ballot at a time.
DS&C
THINKING FORWARD
CALIFORNIA K-14 MUNICIPAL ADVISOR

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: January 30, 2025

To the Board of Trustees:

Subject: **2024/2025 Annual Audit Report**

Support Information: Every year the district hires an independent auditor to review our financial activities for the past fiscal year. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the 2024/2025 Audit Report.

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

To the Board of Trustees:

Recommend Approval

9.2
Agenda Placement

Meeting: February 26, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

APPROVED: _____ NOT APPROVED: _____ TABLED: _____

Crowe

Alum Rock Union School District

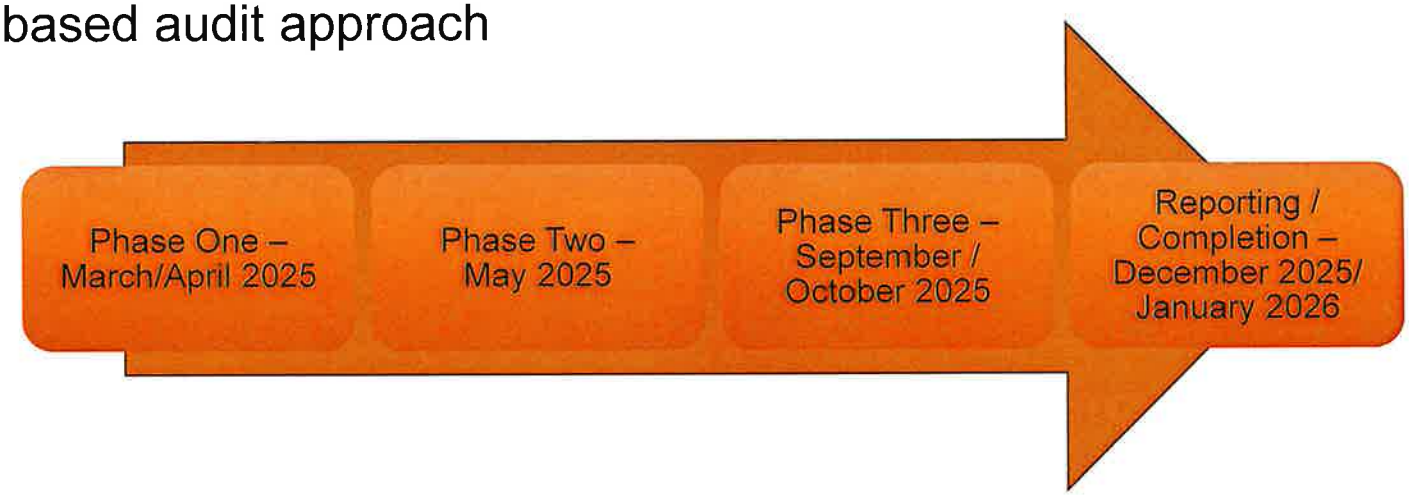
District Audit Results for the Year Ended June 30, 2025

February 26, 2026

Crowe

Auditor's Responsibilities, Planned Scope, and Audit Timeline

- Express an opinion on the financial statements, federal and state compliance
- Risk of material misstatement
- Internal control evaluation
- Risk based audit approach



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Management's Responsibilities

- Responsible for the preparation of the financial statements
- Responsible for compliance with State requirements
- Responsible for compliance with Uniform Guidance requirements
- Responsible for establishing and maintaining relevant internal controls to develop financial statements, and ensuring compliance with applicable requirements
- Responsible for evaluation of whether there are conditions or events that raise substantial doubt about ability to continue as a going concern for 12 months beyond the financial statement date

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New Accounting Standards

There were two new accounting standards adopted in the FY2024-25 financial statements:

- GASB Statement No. 101, *Compensated Absences* more broadly defines the types of employee leave which must be reported as a liability in government-wide financial statements. The District determined that this standard did not have a material impact on the financial statements of the District.
- GASB Statement No. 102, *Certain Risk Disclosures* provides users of the financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. The District determined there were no applicable circumstances requiring disclosure.

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Corrected and Uncorrected Misstatements

Corrected Misstatements:

- No corrected misstatements

Uncorrected Misstatements:

1. Government-Wide Activities: The District's management team reviewed the requirements of GASB 101 *Compensated Absences*; management calculated the potential impact and determined that it was immaterial to the government-wide financial statements. The calculated amount of compensated absences totaled $3,047,080. This amount was immaterial, but large enough to be reported as an uncorrected misstatement.

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Other Required Communications

- There were no difficulties encountered with management.
- There were no disagreements with management.
- No consultations with other accountants.
- No significant or adverse events require your attention in connection with the completion of the audit.

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Federal Compliance and Controls

- Federal programs are sampled for testing based on requirements outlined for auditors in the Uniform Guidance, as issued by the Office of Management and Budget (OMB)

Programs selected for testing under the Uniform Guidance, for the 2024-25 audit were as follows:

Assistance Listing Numbers	Program Names	2024-25 Expenditures
84.027, 84.173, 84.027A	Special Education Cluster	$1,918,081
10.558	Child Nutrition: CACFP Claims – Centers and Family Day Care	$1,368,739

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Audit Results

Type of Opinion	Results / Questioned Cost
Financial Statements	Unmodified
GAGAS Compliance	Unmodified
Uniform Guidance	Unmodified
California State Compliance	Qualified

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Comparative Financial Highlights

Government-Wide Summary	June 30, 2024	June 30, 2025
Total assets of the District	$325.3 million	$368.4 million
Total net position of the District	$3.3 million	$6.9 million
Net Pension Liability	$(121.3 million)	$(110.5 million)
Total change in net position for the District	$18.4 million	$3.7 million

General Fund Summary	June 30, 2024	June 30, 2025
Total Fund Balance	$77.5 million	$72.4 million
Total Change in Fund Balance	$5.6 million	$(5.1 million)

Other Highlights
In compliance with reserves recommended by the State of California

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Reported Audit Findings

State Compliance:

- ***Classroom Teacher Salaries*** – The District's classroom teacher salaries as a percentage of the current expense of education in the General Fund was calculated to be 50.24%, which is a deficient of 9.76% from the requirement of 60%, or $15,604,570. There is no calculated penalty to be reported for this deficiency.
- ***Ratio of Administrative Employees to Teachers*** – The District's calculated ratio of administrative employees to teachers did not meet the requirements of Education Code 41402. The calculated penalty reported for this deficiency is $180,554.
- ***Unduplicated Local Control Funding Formula (LCFF) Pupil Counts*** – Three students tested for Unduplicated LCFF Pupil Counts were improperly reported as eligible for Free and Reduced Priced Meals (FRPM) in the District's CALPADS reporting. The extrapolated audit adjustment to counts for FRPM was 147, with a calculated fiscal penalty of $279,771.

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Conclusion

- The District's financial statements are presented fairly in all material respects
- No corrected misstatements identified through our audit
- No reportable audit findings for internal controls or federal compliance
- Management and staff at the District office and school sites provided all audit requests
- The District's audit report was finalized and submitted to the State Controller's Office, California Department of Education and County Superintendent of Schools, in compliance with the extended due date of January 29, 2026

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THANK YOU!

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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

Date: January 30, 2026

To the Board of Trustees:

Subject: **2024/2025 Annual Performance and Financial Audit of General Obligation Bonds Report**

Support Information: Every year the district hires an independent auditor to review our financial activities for Measures I & S General Obligation Bond funds for period ending June 30, 2025. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the 2024/2025 Annual Performance and Financial Audit of General Obligation Bonds Report.

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

To the Board of Trustees:

Recommend Approval

9.3
Agenda Placement

Meeting: February 26, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Crowe

Alum Rock School District

General Obligation Bond Audit Results for the Year Ended June 30, 2025

February 26, 2026

Crowe

Audit Results

Type of Opinion	Measure S	Measure I
Bond Financial Statements • Each measure's financial statements were presented fairly in all material respects, and in accordance with required standards • No findings or questioned costs	Unmodified	Unmodified
Bond Performance Audits • No exceptions identified in our tested samples.	Unmodified	Unmodified

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Measure S Conclusions – FY 2025

- Total Expenditures for FY2025: $620,596
- Total Tested Value: $156,404 Expenditures (~25% coverage)

- Measure S Financial statements are presented fairly in all material respects and in accordance with required standards

- No findings or questioned costs were reported

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Measure I Conclusions – FY 2025

- Total Expenditures for FY2025: $12,869,284
- Total Tested Value: $7,582,703 Expenditures (~59% coverage)

- Measure I Financial statements are presented fairly in all material respects and in accordance with required standards
  - FY2025 Issuances: Series C - $55,500,000

- No findings or questioned costs were reported

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10.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 26, 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:

Information Only

10.1
Agenda Placement

Meeting: February 26, 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 26, 2026

CERTIFICATED RESIGNATIONS:

I. Resignation in Lieu of Non-Reelection:

1.	**Cooper, Maria Bernadette**	**RSP/Sheppard Middle School**	**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 26, 2026

Subject: **Approve Resolution No. 58-25/26 Reducing/Laying Off Classified Management 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 certain services now being provided by classified management employees. This procedure requires a board resolution in open session to reduce/layoff classified management positions and provide employees with notice no later than March 15th.

Fiscal Impact: N/A

Budgeted: N/A

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution No. 58-25/26.

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

To the Board of Trustees:

Recommend Approval

10.2
Agenda Placement

Meeting: February 26, 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. 58-25/26

NOTICE OF RELEASE OF CLASSIFIED MANAGEMENT

WHEREAS, the Superintendent of the Alum Rock Union Elementary School District ("District") has recommended to the District's Governing Board ("Board") that the District release the following classified management staff no later than the beginning of the 2026-27 school year due to lack of work and/or lack of funds;

WHEREAS, Education Code sections 45114, 45117, 45298 and 45308 authorize the Governing Board to release classified management staff due to lack of work and/or lack of funds;

WHEREAS, the Governing Board has determined that as a result of lack of work and/or lack of funds the following classified management staff shall be released for the 2026-2027 school year:

Employee ID #300902, Chief of Communications and Community Engagement (1.0 FTE)
Vacancy, Coordinator Outdoor Education (.75 FTE)
Employee ID #109369, Coordinator of Student Information System (1.0 FTE)
Employee ID #300194, Network & Systems Supervisor (1.0 FTE)
Employee ID #201976, School Link Services Supervisor - 10.5MO (1.0 FTE)
Employee ID #300127, School Link Services Supervisor - 10.5MO (1.0 FTE)

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board has determined that the above listed Classified Management staff shall be released from their positions for the 2026-27 school year. The Governing Board hereby authorizes the District Superintendent or the Superintendent's designee to serve 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 shall afford the employees all rights to which they are entitled under the law.
The District Superintendent or the Superintendent's designee is further authorized to take any further actions necessary to carry out the intent of this Resolution.

The foregoing Resolution was adopted at a meeting of the Governing Board of the Alum Rock Union Elementary School District held on February 26, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

Alum Rock Union Elementary School District
Dated: February 26, 2026

CERTIFIED AS A TRUE AND CORRECT COPY:

_____

Sandra Garcia, Interim Superintendent

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

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Docusign Envelope ID: 82C7AB0B-3E34-4E00-824B-472BCA3D1704

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 summer contract for Kodely, LLC**

Staff Analysis: Kodely will provide a four-week Bridge to Kindergarten (TK-K) Summer program at 3 ARUSD elementary schools, for a total of 66 students, designed to support rising Transitional Kindergarten and Kindergarten students through focused STEM and art instruction, bilingual access and consistent family engagement.

Fiscal Impact: **Yes**

Budgeted: **Yes**

Budget Source: **ELOP**

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the summer contract for Kodely, LLC in the amount of $153,600.00

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

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

To the Board of Trustees:

Recommend Approval

11.1
Agenda Placement

Meeting: February 26, 2026
Regular Board Meeting

Sandra García, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 93898BD3-8C72-4229-AB8E-E0E710C75AF3

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: 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: Kodely, LLC

Address: 11421 Madelynn Dr City: Jacksonville State: FL Zip: 32256

Phone: (609) 751-4002 Email Address: s13narayan@gmail.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on June 15, 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").

Kodely will provide a four week Bridge to Kindergarten (TK-K) Summer program at 3 ARUSD elemetary schools, for a total of 66 students, designed to support rising Transitional Kindergarten and Kindergarten students through focused STEM and art instruction, biligual access and consisten family engagement.

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

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

X b. **Other:** $ 153,600.00 (describe rate agreement) _____

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	2600	0	5815	00	1110	1000	020110	360	7392	$153,600.00	2/4/26

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

KODELY

Bridge to Kindergarten (TK–K) Summer Program

Scope of Work

Program Summary

Kodely will provide a **four-week Bridge to Kindergarten (TK–K) Summer Program** at **three (3) elementary school sites**, designed to support rising Transitional Kindergarten and Kindergarten students through **focused STEM and art instruction**, bilingual access, and consistent family engagement.

The program will be delivered in the **afternoon**, using a **two-section daily rotation model** per site. This structure ensures **small-group instruction**, developmentally appropriate pacing, and strong educator-to-student ratios aligned with ELOP TK/K requirements.

Program Dates & Schedule

- **Program Dates: June 15 – July 15**
- **Duration:** 4 weeks (20 instructional days)
- **Schedule:** Monday–Friday
- **Daily On-Site Time: 3 hours per day**
- **Instructional Model:**
    - Section 1: 1.5 hours
    - Section 2: 1.5 hours
- **Timeframe:** Afternoon block (exact site times coordinated with school administration)

Program Structure

- **Number of Sites:** 3 elementary schools
- **Sections per Site:** 2
- **Students per Site:** ~22 total
- **Students per Section:** ~11
- **Student Ratio:** 1:10 (TK/K compliant)
- **Languages Supported:** English, Spanish, Vietnamese

Services Provided by Kodely

Kodely will provide the following services at each site:

1. **Recruit, hire, train, and manage all instructional staff**, including bilingual English/Spanish/Vietnamese educators who meet or exceed TK/K and ELOP staffing requirements.
2. **Deliver a structured Bridge to Kindergarten curriculum** focused on:
    - Early literacy and math readiness
    - STEM exploration
    - Creative art and design
    - Fine-motor development, collaboration, and problem-solving
3. **Operate two daily instructional sections per site**, ensuring consistent routines and high-engagement small-group learning.
4. **Provide all curriculum, lesson planning, and instructional materials**, including theme-based project supplies and showcase materials.
5. **Coordinate weekly family showcases**, inviting parents and school leadership (principal) to observe learning and celebrate student progress.

6. **Provide bilingual family communication** in English, Spanish, and Vietnamese, including weekly updates and end-of-program materials.

7. **Ensure program compliance and quality assurance**, including insurance, background checks, safety protocols, and on-site coordination.

Weekly Program Themes & Learning Focus

Week	Theme	Academic Focus	Social-Emotional & Enrichment Focus	Sample Activities
Week 1	All About Me & My World	Literacy (letters, names, sounds); early math (counting)	Building community, self-expression	"All About Me" books, name art, friendship bracelets, group mural
Week 2	Shapes, Colors & Building Blocks	Geometry, patterns, sorting	Collaboration, problem-solving	LEGO towers, pattern art collages, color-mixing experiments
Week 3	Little Scientists: Exploring Nature	Observation, comparing, measuring	Curiosity, responsibility	Mini plant labs, water-cycle-in-a-bag, sensory nature walk
Week 4	Creative Builders & Story Makers	Story sequencing, fine-motor skills, early writing	Imagination, confidence	Storytelling puppets, art showcase, class storytelling circle

---

Family Engagement

- **Weekly bilingual communication** (English, Spanish, Vietnamese) highlighting learning themes and at-home connections
- **Weekly family showcases** at each site, with student project sharing and displays
- **Final celebration** recognizing student growth and kindergarten readiness

Family engagement is **built into program delivery** and is not an add-on service.

Pricing Structure (Per Site)

Instructional Costs

20 days × 3.5 hours/day
(Includes instructional time, setup, and cleanup)

Language Group	Total Hours	Hourly Rate	Cost
English	70 hrs	$210/hr	$14,700
Spanish (Bilingual)	70 hrs	$235/hr	$16,450
Vietnamese (Bilingual)	70 hrs	$235/hr	$16,450
Total Instructional Cost Per Site	210 hrs		$47,600

Materials & Supplies (Per Site – 4 Weeks)

Kodely will provide all instructional, STEM, art, science, and showcase materials, including but not limited to:

- **Literacy and phonics manipulatives**
- **Math and logic materials**
- **Art and creative supplies**
- **Science and nature kits**
- **Family communication and printing**
- **Showcase display materials and certificates**
- **Safety, cleaning, and storage supplies**

Total Materials Cost Per Site: $3,600

Total Cost Per Site

Component	Amount
Instruction	$47,600
Materials & Supplies	$3,600
Total Program Cost Per Site	$51,200

Total Program Cost (All 3 Sites)

Component	Amount
Instruction ($47,600 × 3)	$142,800
Materials ($3,600 × 3)	$10,800
Grand Total – 3 Sites	$153,600

Conclusion

Kodely's Bridge to Kindergarten Summer Program provides a high-quality, bilingual, TK/K-specific instructional model that differs from traditional full-day summer camps by focusing on intentional learning hours, small-group instruction, and consistent family engagement.

With specialized bilingual staffing, transparent hourly pricing, weekly showcases, and turnkey implementation, Kodely offers districts a cost-effective, high-impact solution for supporting early learners' transition into kindergarten.

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: **February 2, 2026**

Subject: **Boys & Girls Clubs of Silicon Valley – Summer Contract**

Staff Analysis: Boys & Girls Clubs will provide 21 non-instructional days during the summer months of June 2026 and July 2026 for a total of 200 students per each intersession, a total of 2 intersessions. Services will be at one Middle School.

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 Boys & Girls Clubs of Silicon Valley Contract. Cost of the Contract is not to exceed $111,600.00.

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 26, 2026
Regular Board Meeting

Recommend Approval

11.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Support Services (School/Dept.) VENDOR NO. 015725

Submitted by: Dr. Kiela Jimenez, 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: Boys & Girls Clubs of Silicon Valley

Address: 15 West San Fernando Street City: San Jose State: CA Zip: 95113

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

SSN: _____ or Fed I.D. #: 94-1294898

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 27, 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").
Boys & Girls Clubs will provide 21 non instructional service days during the 2025-2026 school year during the Summer months of June 2026 and July 2026 for a total of 200 students per each intersession, a total of 2 intersessions. Services will operate from Monday - Friday from 8:00 am - 5:00 pm. Services will be at one Middle School. Services will begin on February 27, 2026 through July 15, 2026.

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:** $111,600 (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	111,600.00	2/2/26
											2/2/26

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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SCOPE OF WORK 2025-2026
2026 SUMMER PROGRAM

This Scope of Work ("SOW") is made and entered into as of February 27, 2026 ("Effective Date"), by and between ALUM ROCK UNION SCHOOL DISTRICT (hereinafter referred to as "PARTNER") and BOYS & GIRLS CLUBS OF SILICON VALLEY (hereinafter referred to as "PROVIDER"). In consideration of the mutual covenants and agreements set forth herein, the parties agree to the following terms and conditions:

A. TERM OF AGREEMENT: The term of this SOW shall commence on February 27, 2026 (the "Commencement Date") and shall expire on July 15, 2026, unless sooner terminated in accordance with the terms of this AGREEMENT.

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

Location(s)	Dates	Days
William Sheppard Middle School	June 15, 16, 17, 18, 22, 23, 24, 25, 26, 29, 30 | 2026	11
	July 1, 2, 6, 7, 8, 9, 10, 13, 14, 15 | 2026	10
	TOTAL	**21**

ENROLLMENT

- The program will serve a maximum of two hundred (200) students per intersession.

C. COMPENSATION: For the full performance of this MOU, PARTNER shall pay PROVIDER $111,600.

D. PAYMENT TERMS: PARTNER shall pay PROVIDER in two (2) equal payments. PROVIDER shall submit an invoice on June 1 and July 1 to generate payment. Payment shall be paid within two business weeks of date of invoice.

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

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

PARTNER
Alum Rock Union School District
By:

Name: Sandra Garcia
Title: Interim Superintendent
Date:

PROVIDER
Boys & Girls Clubs of Silicon Valley
By:
DocuSigned by:
Mark Washbush 2/2/2026
Name: Mark Washbush
Title: Chief Program Officer & Chief Strategy Officer
Date:

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: **Jan 29, 2026**

Subject: **Approve City Year, Inc. new contract amount**

Staff Analysis: Increase contract amount, provider is adding an additional school site.

Fiscal Impact: **Yes**

Budgeted: **Yes**

Budget Source: **ELOP**

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the new City Year, Inc. contract amount of $320,000.00

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 26, 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

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268060

Original PO Amount $_____ Contract Original Amount: $250,000.00

Vendor Name: City Year Inc. Vendor No. 015415

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$250,000.00
Change Order #: 1	$70,000.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$320,000.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	060	2600	0	5815	00	1110	1000	020200	360	7392	70,000.00	

Reason for Adjustment:
Increase to CO #268060 adding on additional school site at Aptitud.

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

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

_____ 2/4/26 Director/Program Manager

_____ Director of Fiscal Services

_____ Procurement Manager

Date Requested: 1/29/26 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.)

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FIRST AMENDMENT TO THE DISTRICT SERVICE AGREEMENT BY AND BETWEEN ALUM ROCK UNIFIED SCHOOL DISTRICT AND CITY YEAR, INC.

This First Amendment to the District Service Agreement dated as of May 2025 (this "First Amendment"), is effective as of November 2025 and is by and between City Year, Inc., a Massachusetts not-for-profit corporation having a principal place of business located at 287 Columbus Avenue, Boston, MA 02116 and Alum Rock Unified School District (Hereinafter "The District").

WHEREAS, the parties have entered into a District Service Agreement, dated as of May 2025, together with any exhibits, schedules and quotes issued in connection therewith, the "Service Agreement";

WHEREAS, the parties wish to modify Section 3 "Payment Obligations" of the Service Agreement, as set forth in the Service Agreement on May 2025,

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

1. Section 3 under "Payment Obligations":
   a. the aggregate amount of "$250,000" shall be deleted and replaced with "$320,000"
   b. the Deployment Plan table shall be deleted and replaced with the following table:

Schools	Allocation of Payment
Hubbard Elementary School	$125,000
Ryan STEAM Academy	$125,000
Aptitude Community Academy at Goss	$70,000
Aggregate Payment	**320,000**

   c. the invoicing schedule shall be replaced with the following:

   "City Year shall invoice the District in the following amounts to be due and payable to City Year upon receipt of invoice, which will be issued on or about the dates listed below:
   a) $62,500 – July 1, 2025
   b) $62,500 – October 1, 2025
   c) $97,500– February 1, 2026
   d) $97,500 – April 1, 2026

Except as otherwise expressly amended by this First Amendment, the provisions of the Service Agreement shall remain unchanged, binding, and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Service Agreement as of the day and year first written above.

CITY YEAR, INC.

Signed by:
George Chu
DD689010640C4EC...

2/4/2026

By: George Chu — Date
Its: Chief Financial Officer
Email: CFO@cityyear.org

ALUM ROCK UNIFIED SCHOOL DISTRICT

By: Sandra Garcia — Date
Its: Interim Superintendent of Schools
Email: sandra.garcia@arusd.org

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 18, 2026

Subject: **Approval of Board Meeting Minutes for the following date:**

February 12, 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 26, 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, February 12, 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 #19-25/26

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 5:30 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

President Linda Chavez said public comment would be after items 10.5, 9.2 and closed session.

MOTION #01-19 by Clerk Minh Pham to modify the agenda to move items 10.5 and 9.2 after 1.3. MOTION #01-19 was seconded by Vice-President Andrés Quintero.

MOTION #01-19 carried* with a *vote of 4 in favor; one opposition (Member Corina Herrera-Loera); no absent; and no abstention.

1. OPEN SESSION *(continued)*

MOTION #02-19 by Member Corina Herrera-Loera to hear item 3.6 and the rest of the items right before adjournment to closed session. MOTION #02-19 was seconded by Member Minh Nguyen.

MOTION #02-19 failed* with a *vote of 2 in favor; three opposition (President Linda Chavez, Vice-President Andrés Quintero, and Clerk Minh Pham); no absent; and no abstention.

10. Human Resources

10.5 Approve Resolution No. 47-25/26 Reducing/Lay Off Classified Employee Services.

MOTION #03-19 by Vice-President Andrés Quintero to approve the recommendation of the administration, with the exception of the Community Liaisons and the Wellness Center Site Specialist. MOTION #03-19 was seconded by Clerk Minh Pham.

Public Comment:
Female Speaker, Female Speaker, Veronica Talton, Maria Martinez, Jessica Trejo, Jessica Montesuma, Naly Sedano, John Bunk, Female Speaker, Shawndaw, Ruby Solis, Veronica Amador, Rocio Ocana, Demus Thomas, Luz Gomez, Chrytine Villarreal, Stacey Bennett, and Regina Cardenas.

MOTION #03-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9. Bond/ Facilities – Contracts Over $100,000

9.2 Facilities Update Presentation

Eric Wasinger, Senior Executive of Bonds & MOT gave a PowerPoint presentation regarding facilties.

Public Comment:
Veronica Talton, Chrystine Villarreal, Josue, Andrea Robles, student, female speaker, and Maestra Diaz.

3. Closed Session

3. 1 Recess to Closed Session

3. Closed Session (continued)

Public Comment:
Male Speaker, Sandra Rivera, Maria Martinez, Female Speaker, Tiba, Veronica Talton, Elen Aderson, Brandon, Marielena Ortiz, Maestra Diaz, Teolinda Mendoza, Male Teacher, John Burke, Matt Simmones, Chrystine Villarreal, Regina Cardenas, Genesis, and Maria Martinez.

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 3.6

Unanimous:
On a motion by Member Corina Herrera-Loera, seconded by Member Minh Nguyen the Board by a vote of 4/0, Board Clerk recusing himself, approved resolution 46-25/26 authorizing the release of one Director II of Early Learning, one Coordinator of Diversity, Equity and Inclusion, and two Assistant Principals certifiticated administrators, and authorizing and directing the Superintendent to provide these employees with written notice if their release by March 15, 2026. The approved resolution also rescinds that portion of Resolution 43-25/26 that directed the consolidation of the District's Director of Academic Services and Director of Student Services, Programs and Compliance positions.

On a motion by Vice-President Andrés Quintero, seconded by Member Minh Nguyen, the Board by a vote 4/0, with Clerk Minh Pham recusing himself, approved resolution number 45/25/26 authorizing the release of 6 classified management employees including Chief of Communications and Community Engagement, one Coorindator Outdood Education, one coordinator of Student Information Systems Supervisor and two School Link Services Supervisors, and authorizing and directing the Superintendent to provide these employees with written notice f their release by March 15th, 2026.

Public Comment:
Delia Oseguera and Victoria Partida

5. Comments and Communications

5.01 Teamsters, 5.02 California School Employees' Association (CSEA), 5.03 Alum Rock Educators' Association (AREA),5.04 Alum Rock Administrators' Association (ARAA), 5.05 Interim Superintendent, and 5.06 Board of Trustees.

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

6.1 Public Hearing. District's Initial Bargaining Proposal to Open Negotiations with CSEA: Re: 2025-2026 Reopeners.

President Linda Chavez opened the hearing at 10:10 pm.

6.2 Public Hearing. CSEA 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 10:10 pm.

President Linda Chavez closed both hearings at 10:11 pm.

7. Superintendent/Board Business

7.1 Board Policy 0410: Nondiscrimination in District Programs And Activities-Second Reading.

The Board Policy will come back for a third reading with edits.

7.2 Approve Board Policy 1312.3: Uniform Complaint Procedures – Second Reading.

MOTION #04-19 by Vice-President Andrés Quintero to approve Action Item 7.2 as presented. MOTION #04-19 was seconded by Clerk Minh Pham.

MOTION #04-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7.3 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.

MOTION #05-19 by Clerk Minh Pham to approve Action Item 7.3 as presented. MOTION #05-19 was seconded by Vice-President Andrés Quintero.

MOTION #05-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

7. Superintendent/Board Business *(continued)*

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

Public Comment:
Sandra Rivera

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

Sergio Diaz Luna, Chief Communications & Community Engagement, gave a PowerPoint presentation regarding Parent Involvement.

7.6 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.

MOTION #06-19 by Vice-President Andrés Quintero to vote for Derek Grasty, Isabel Judes-Flamerich, Jodi Muirhead, and Jessica Speiser. MOTION #06-19 was seconded by Clerk Minh Pham.

MOTION #06-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

This item was tabled.

8. Instructional Services

8.1 Approve School Sponsored Field Trips.

MOTION #07-19 by Clerk Minh Pham to approve Action Item 8.1 as presented. MOTION #07-19 was seconded by Vice-President Andrés Quintero.

MOTION #07-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8. Instructional Services *(continued)*

8.2 2025 California Dashboard: District Performance Overview

Kiela Jimenez, Director II, gave a presentation regarding the California Dashboard.

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

Kiela Jimenez, Director II, gave a presentation regarding the LCAP and Budget Overview for Parents.

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

MOTION #08-19 by Vice-President Andrés Quintero to approve Action Item 8.4 as presented. MOTION #08-19 was seconded by Clerk Minh Pham.

MOTION #08-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #09-19 by Clerk Minh Pham to approve Action Item 8.5 as presented. MOTION #09-19 was seconded by Member Corina Herrera-Loera.

MOTION #09-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #10-19 by Member Corina Herrera-Loera to approve Action Item 8.6 as presented. MOTION #10-19 was seconded by Clerk Minh Pham.

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

9. Bond/ Facilities – Contracts Over $100,000

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

9. Bond/ Facilities – Contracts Over $100,000 *(continued)*

MOTION #11-19 by Vice-President Andrés Quintero to approve Action Item 8.6 as presented. MOTION #11-19 was seconded by Clerk Minh Pham.

MOTION #11-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.3 Approve VER Consultants Contract Agreement

MOTION #12-19 by Vice-President Andrés Quintero to approve Action Item 9.3 as presented. MOTION #12-19 was seconded by Clerk Minh Pham.

MOTION #12-19 carried* with a *vote of 4 in favor; one opposition (Member Corina Herrera-Loera); no absent; and no abstention.

9.4 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'x20' Shade Structure (Piggyback Contract No. 010521-LTS)

MOTION #13-19 by Vice-President Andrés Quintero to approve Action Item 9.4 as presented. MOTION #13-19 was seconded by Clerk Minh Pham.

MOTION #13-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.5 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.

MOTION #14-19 by Member Corina Herrera-Loera to approve Action Item 9.5 as presented. MOTION #14-19 was seconded by Clerk Minh Pham.

MOTION #14-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10. Human Resources

10.1 Resignations

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

10. Human Resources *(continued)*

MOTION #15-19 by Vice-President Andrés Quintero to approve Action Item 10.2 as presented. MOTION #15-19 was seconded by Member Corina Herrera-Loera.

MOTION #15-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #16-19 by Vice-President Andrés Quintero to approve Action Item 10.3 as presented. MOTION #16-19 was seconded by Clerk Minh Pham.

MOTION #16-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10.4 Approve Resolution No. 47-25/26 Reducing/Laying Off Certificated Employees Services

MOTION #17-19 by Member Minh Nguyen to approve Action Item 10.4 as presented. MOTION #17-19 was seconded by President Linda Chavez.

MOTION #17-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11. Contracts Over $100,000

11.1 Approve YMCA of Silicon Valley Services Contract for the 2025/2026 SY.

MOTION #18-19 by Clerk Minh Pham to approve Action Item 11.1 as presented. MOTION #18-19 was seconded by Vice-President Andrés Quintero.

MOTION #18-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11.2 Approve Think Together Services Contract for the 2025/2026 SY.

MOTION #19-19 by Member Corina Herrera-Loera to approve Action Item 11.2 as presented. MOTION #19-19 was seconded by Clerk Minh Pham.

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

12. Contracts Extensions Over $100,000

12.1 Approve and Ratify the Achieve Kids services contract for the 2025/2026.

MOTION #20-19 by Vice-President Andrés Quintero to approve Action Item 12.1 as presented. MOTION #20-19 was seconded by Clerk Minh Pham.

MOTION #20-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

13. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, and 13.11.***

MOTION #21-19 by Vice-President Andrés Quintero to approve Agenda Items 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, and 13.11 as presented. MOTION #21-19 was seconded by Member Corina Herrera-Loera.

MOTION #21-19 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

14. Future Board Agenda Requests

14.1 Future Board Agenda Requests

15. ADJOURNMENT

15.1 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 11:34 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: February 13, 2026

Subject: **Acceptance of Donations**

Type: Action (Consent)

Support Information: The District has received donations as summarized on the sheet dated February 26, 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 Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommend Approval

13.2
Agenda Placement

Meeting: February 26, 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 26, 2026

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Target, Inc.	Materials & Supplies	$ 500.00	ARUESD Districtwide
O'Neill Sea Odyssey	Materials & Supplies	$ 700.00	Aptitud Academy
Linda Vista PTA	Materials & Supplies	$ 1,788.96	Linda Vista Elementary
Linda Vista PTA	Materials & Supplies	$ 966.00	Linda Vista Elementary
Linda Vista PTA	Materials & Supplies	$ 660.00	Linda Vista Elementary
Montalvo Arts Center	Materials & Supplies	$ 313.46	Lyndale Elementary
Mr. & Ms. Mark Pagaduan	Materials & Supplies	$ 450.00	Painter Elementary
San Jose Firefighters Random Acts (SJFRA)	Materials & Supplies	$ 4,701.00	Painter Elementary
Painter Elementary Parents	Materials & Supplies (Science Camp)	$ 250.00	Painter Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 2,000.00	Painter Elementary
Mr. James M. Fitzgerald	Materials & Supplies	$ 250.00	Painter Elementary
Painter Elementary PTA	Materials & Supplies (Science Camp)	$ 5,000.00	Painter Elementary

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

February 10th, 2026

Alum Rock School District
Board of Trustees
2930 Gay Avenue
San Jose, CA 95127

Please accept the generous donation from Target, Inc. for their generous donation of five $100 gift cards valued total of $500 to support Alum Rock Union School District families during the 2025–2026 school year.

Their thoughtful contribution will directly assist our unhoused and foster youth by helping meet their basic needs and providing comfort, dignity, and stability during challenging times. Gifts like theirs make a meaningful difference in the daily lives of our students and families.

We truly appreciate Target, Inc. team for their kindness, compassion, and continued commitment to our community. We thank them for bringing in hope and opportunity to those who need it most.

With sincere appreciation,

Dr. Kiela Jimenez
Director, Student Support Services, Programs and Compliance

Sandra Garcia, Interim Superintendent

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

APTITUD COMMUNITY ACADEMY AT GOSS

2475 Van Winkle Lane
San José, CA 95127
(408) 928-7650

Suyen Jimenez, Principal

January 13, 2026

Alum Rock School District

Board of Trustees

2930 Gay Avenue

San Jose, CA 95127

Dear Board of Trustees:

Please accept the attached donation O'NEILL SEA ODYSSEY check number 2736 for $700.00. The money provided through this donation will be used for field trips. We greatly appreciate their donation.

Donations Account Number: 060 9010 0 4300 00 1110 1000 000000 120 2111

Sincerely,

Suyen Jimenez

Principal of Aptitud Academy

Linda Vista Elementary School

A Visual & Performing Arts School
100 Kirk Ave San Jose, CA 95127
408-928-7803
Suzanne Cicala – Principal

To: Board of Trustees
From: Linda Vista
Date: January 26, 2026
Re: PTA Donation

To Whom It May Concern,

Please accept check #1298 in the amount of $1788.96 from PTA. They are donating towards 5th grade.

Can you please deposit the check into account number 060-9010-0-4300-00-1110-1000-000000-020-2110 check # 1298 $1788.96.

Thank you,

Suzanne Cicala-Principal

Linda Vista Elementary School

A Visual & Performing Arts School
100 Kirk Ave San Jose, CA 95127
408-928-7803
Suzanne Cicala – Principal

To: Board of Trustees
From: Linda Vista
Date: January 26, 2026
Re: PTA Donation

To Whom It May Concern,

Please accept check #1296 in the amount of $966.00 from PTA. They are donating towards 5th grade breakfast fundraiser.

Can you please deposit the check into account number 060-9010-0-4300-00-1110-1000-000000-020-2110 check # 1296 $966.00

Thank you,

S Cicala

Suzanne Cicala-Principal

Linda Vista Elementary School

A Visual & Performing Arts School
100 Kirk Ave San Jose, CA 95127
408-928-7803
Suzanne Cicala – Principal

To: Board of Trustees
From: Linda Vista
Date: January 26, 2026
Re: PTA Donation

To Whom It May Concern,

Please accept check #1295 in the amount of $660.00 from PTA. This check is for the 5th grade chocolate fundraiser.

Can you please deposit the check into account number 060-9010-0-4300-00-1110-1000-000000-020-2110 check # 1295 $660.00

Thank you,

Suzanne Cicala-Principal

Lyndale Elementary School

ROAR with us!

January 20, 2026

Alum Rock School District
Board of Trustees
2390 Gay Ave.
San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donations for Board approval:

Company/Sponsor(s) Name	Amount	To be Used For:
Montalvo Arts Center	$313.46	Materials and Supplies
Total Amount of Donations:	**$313.46**	

Sincerely,

Jackie Montejano

13901 Nordyke Drive
San Jose, California 95127
(408) 928-7900

Ms. Jacqueline Montejano, Principal
Ms. Magdalena Grimaldo, School Secretary
FAX- 408-928-7901

PAINTER ELEMENTARY SCHOOL

Dr. J. M. Manluco, Principal (408) 928-8400 Fax: (408) 928-8401
500 Rough & Ready Road, San Jose, CA 95133

Jan 28, 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:

Mark C Pagaduan/Tammie K Pagaduan	**$200.00**	**Check #: 157**
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

Feb 6, 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:

San Jose Firefighters Random Acts SJFRA **Approximate value of $4,701.00**

This donation will include books, playground balls, ball bags, pumps, and needles. As well as teacher's specific requests for extra playground items.

Sincerely,

Dr. Joseph Manluco
Principal

BUSINESS OFFICE
FEB 11 2026 4:12 P

PAINTER ELEMENTARY SCHOOL

Dr. J. M. Manluco, Principal (408) 928-8400 Fax: (408) 928-8401
500 Rough & Ready Road, San Jose, CA 95133

Feb 9, 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 **$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

Feb 9, 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:

Philanthropic Ventures Foundation Grants	**$1,000.00**	**Check #: 79206**
Philanthropic Ventures Foundation Grants	**$1,000.00**	**Check #: 79207**

This donation will be used to fund school field trips, mainly transportation.

Please deposit into donation account: 060-9010-0-5835-00-1110-1000-000000-160-2110

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

Feb 5, 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:

James M Fitzgerald **$250.00** **Check #: 103**

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

Feb 5, 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:

Painter Elementary PTA **$5,000** **Check #: 1046**

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

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 13, 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 26, 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 26, 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 26, 2026

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Aptitud Academy	Book Fair Sales	ASB	03/30/26-04/03/26
Aptitud Academy	Contributions to the ASB	ASB	02/01/26-05/31/26
Hubbard Academy	Year Book Sales	ASB	05/25/26-06/05/26
Hubbard Academy	School Walk-a-Thon Sales	ASB	05/29/26-05/29/26
Hubbard Academy	Contributions to the ASB	ASB	02/27/26-06/03/26
McCollam Elementary	Book Fair Sales	PTO	03/02/26-03/06/26
McCollam Elementary	Father/Daughter Dance Sales	PTO	02/27/26-02/27/26
McCollam Elementary	Little Caesar's Pizza Kits' Sales	ASB	02/13/26-03/13/26
McCollam Elementary	Jamba Juice Cards' Sales	ASB	02/13/26-03/13/26
McCollam Elementary	See's Candies' Sales	ASB	02/16/26-03/13/26

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 Book Fair Vendor Scholastics Books

Purpose for Event: To fundraise to support school events, gator store, school supplies, start a class garden, field trips.

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: 3/30 - 4/3/2026 Time of Event: All day

Contact Person: Stephanie Caracheo / Suyen Jimenez

Location of Proposed Activity: School Cafeteria Stage

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

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

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

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

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

ASB Advisor: _____ Signature 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: _____ Date: 2/17/2026

- 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

Request for Approval:
Contributions to the ASB Account

School Site: Aptitud Academy Date: 01/08/2026

Purpose for Contributions: to gather funds for school wide field trips and activities.

Proposed Date(s) of Event: Feb. 1, 2026 - May 31, 2026

Contact Person: Daisy Madrigal

Student Body Account Number: 919705571

Status of Event (please check one): ☑ New Event ☐ Held Previously (Years): _____

What procedures will be used to account for contributions received?
Receipts will be provided to contributor.

Other Background Information (such as other schools or clubs that have held similar events):
n\a

ASB Advisor _____ Date: 1/08/26
Signature

Student Council Approval Date 01/08/2026

Student Council Representative _____ Date: 1/08/26
School Admin (Elementary) Signature

Principal Approval _____ Date: 1/08/26
Signature

Reviewed by Business Services: _____ Date: 2/17/2026

Board Approval Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Hubbard Date: 1/14/2026

Description of Event: Type Year books Vendor Entorauge Imaging

Purpose for Event: Provide with the yearbook to students.

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: 5/25/26-6/5/26 Time of Event: 2:30-4:30pm

Contact Person: Dr Sandra Sarmiento

Location of Proposed Activity: Office

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: J. Kutonga (Signature) 1/15/2026 (Date)

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

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

Principal Approval: _____ (Signature) 1/14/2026 (Date)

Reviewed by Business Services: Maria Nevarez Date: 2/17/2026

- 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 Date: 1/15/2026

Description of Event: Type School Walk-a-ton Vendor _____

Purpose for Event: Engage families with school activities - raise school funds

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: 5/29/2026 Time of Event: 8am - 12 pm

Contact Person: Dr Sandra Sarmiento

Location of Proposed Activity: Hubbard Elementary 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: J. Kutonick (Signature) 1/15/26 (Date)

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

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

Principal Approval: _____ (Signature) 1/20/26 (Date)

Reviewed by Business Services: Maria Nevo Date: 2/17/2026

- 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

Request for Approval:
Contributions to the ASB Account

School Site: Hubbard Media Arts Academy Date: 1/14/2026

Purpose for Contributions: Parents contributions for 5th grade Science Camp May 12 - 15th 2026

Proposed Date(s) of Event: Feb 27th - June 5th 2026

Contact Person: Dalyibe Robles

Student Body Account Number: 919705571

Status of Event (please check one): ☑ New Event ☐ Held Previously (Years):

What procedures will be used to account for contributions received?
Parents will bring their contributions to the office, staff will provide a receipt to parents.

Other Background Information (such as other schools or clubs that have held similar events):

ASB Advisor J. Kastner Date: 1/15/26
Signature

Student Council Approval Date 1/14/2026

Student Council Representative _____ Date: _____
School Admin (Elementary) Signature

Principal Approval _____ Date: 1/20/26
Signature

Reviewed by Business Services: Maria Nevarez Date: 2/17/2026

Board Approval Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: McCollam Elementary School Date: 01/20/2026

Description of Event: Type Scholastic Book Fair Vendor Scholastic

Purpose for Event: To encourage students to read and create memories to last a lifetime.

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: 3/2/26 - 3/6/26 Time of Event: 8am - 3pm

Contact Person: Nerissa Ornelas

Location of Proposed Activity: McCollam Elementary

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 3/2024 & 12/2025

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: [signature] 1/20/26
Signature Date

Reviewed by Business Services: [signature] Date: 2/17/2026

- 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: McCollam Elementary Date: 1/29/26

Description of Event: Type Father-Daughter Dance Vendor _____

Purpose for Event: To strengthen the father-daughter bond, create memories, and give daughters a special evening where they feel cherished

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

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

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

Proposed Date(s) of Event: 2/27/26 Time of Event: 6-8pm

Contact Person: Nerissa Orpelas

Location of Proposed Activity: Cafeteria

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 Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Amanda D'Amato 1/29/24
Signature Date

Reviewed by Business Services: Maria Nuñez Date: 2/17/2026

- 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: McCollam Date: 1-22-2026

Description of Event: Type Little Caesar's Pizza Kits Vendor Little Caesar's Pizza

Purpose for Event: Fundraiser for families to offset the cost of Science Camp

If selling food what are the items: Pizza Kits Brand and package size ~~Frozen~~ Pizza Kits

Explain how food is handled/stored prior to or day of event: a link is sent to the families to send out to friends and family to buy online. The pizza kits are delivered by FedEx to the home of the purchaser

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

Proposed Date(s) of Event: 2/13 – 3/13 2026 Time of Event: One month

Contact Person: Kimberly Doty teacher at McCollam.

Location of Proposed Activity: Pizza kits bought on line or can to Little Caesars Store

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

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

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

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

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

ASB Advisor: Jonathan Tran (Signature) 2/6/26 (Date)

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

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

Principal Approval: Amde Pa Sa (Signature) 2/6/26 (Date)

Reviewed by Business Services: Maria Nevarez Date: 2/17/2026

- 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: McCollam Date: 1-22-2026

Description of Event: Type Jamba Juice Cards Vendor Jamba Juice Cards

Purpose for Event: Fundraiser for families to offset the cost of Science Camp.

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: Jamba juice cards are purchased and the buyer goes to Jamba Juice to redeem card.

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

Proposed Date(s) of Event: 2/13 – 3/13 2026 Time of Event: off campus

Contact Person: Kimberli Doty teacher at McCollam

Location of Proposed Activity: Jamba Juice cards sold by families

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: Jonathan Tram (Signature) 2/6/26 (Date)

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

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

Principal Approval: Justin D Smith (Signature) 2/6/26 (Date)

Reviewed by Business Services: Maria Diaz (Signature) Date: 2/17/2026

- 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: McCollam Elementary Date: 2/2/26

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

Purpose for Event: Raising funds for 5th grade Science Camp

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

Explain how food is handled/stored prior to or day of event: packaged in box and wrapped

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

Proposed Date(s) of Event: 2/16/26 - 3/13/26, March Time of Event: offcampus/online

Contact Person: Ingrid Orozco

Location of Proposed Activity: Online

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

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: Jonathan Tran (Signature) 2/6/26 (Date)

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

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

Principal Approval: Andrea P Sanchez (Signature) 2/6/26 (Date)

Reviewed by Business Services: Maria Nevis Date: 2/17/2026

- 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 EDUCATION

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

Subject:	**Resolution No. 49-25/26** **Annual Authorized Signatures**
Support Information	To update authorized signatures to carry out district business matters.
Fiscal Impact:	No
Budget Source:	Not Applicable
Recommended Action:	It is the recommendation of the Interim Superintendent that the Board of Trustees approve Resolution No. 49-25/26 Annual Authorized Signatures to the SCCOE.

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

To the Board of Trustees:

Recommend Approval

13.4
Agenda Placement

Meeting: February 26, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

AUTHORIZED SIGNATURES
RESOLUTION NO. 49 – 25/26

BOARD OF TRUSTEES

WHEREAS, Education Code Section 42641 provides that the Board of Trustees may issue payroll orders to be drawn for the payment of salaries and wages of employees; and

WHEREAS, Education Section 42633 requires the Board of Trustees to file with the County Superintendent of Schools verified signatures of all persons authorized to sign orders in its name.

NOW, THEREFORE, BE IT RESOLVED that the

Alum Rock Union Elementary School District's Board of Trustees authorizes and empowers any of the following to sign any and all documents or carry out the tasks necessary to implement approved contracts in the various categories per the attached list.

PASSED AND ADOPTED by the Board of Trustees of the

Alum Rock Union Elementary School District this 26th day of February 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

_____

Signed

AUTHORIZED SIGNATURES

Alum Rock Union Elementary School District

TO: County Superintendent of Schools

California Education Code 42633 states that the governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools that verify signature of each person, including members of the governing board, authorized to sign orders in its name.

In accordance with provisions of section 42632 of the California Education Code, any of the listed of persons below have been duly authorized to sign, delegate responsibility for orders drawn upon the funds of the school district, or carry out the tasks necessary to implement approved contracts in the various categories per the attached list.

By Order of the Governing Board

Signature

Title

Authorized Signer – Printed Name	Title	Signature
Sandra Garcia	Interim Superintendent	
Teresa DeCelles	Assistant Superintendent, Business Services	
Cesar Torrico	Assistant Superintendent, Human Resources	
Eric Wasinger	Senior Executive of Bonds, Maintenance, Operations and Transportation	
Balbir Saini	Director, Fiscal Services	
Rachelle Guillen	Administrator, Fiscal Services	
Minh Tang	Procurement Manager	

Alum Rock Union Elementary School District

AUTHORIZED SIGNATURES

Purchase Orders
Superintendent / Interim Superintendent
Assistant Superintendent, Business Services
Procurement Manager
Director, Fiscal Services
Fiscal Administrator

Bill Warrants
Superintendent / Interim Superintendent
Assistant Superintendent, Business Services
Director, Fiscal Services
Fiscal Administrator

Payroll Registers
Superintendent / Interim Superintendent
Assistant Superintendent, Business Services
Director, Fiscal Services
Fiscal Administrator

Transmittal of Funds, Revolving Cash, Deposits and Collections
Superintendent / Interim Superintendent
Assistant Superintendent, Business Services
Director, Fiscal Services
Fiscal Administrator

Contracts, Agreements and Grants
Superintendent / Interim Superintendent
Assistant Superintendent, Business Services
Assistant Superintendent, Human Resources

Bonds' Contracts, Agreements and Grants
Superintendent / Interim Superintendent
Assistant Superintendent, Business Services
Senior Executive of Bonds, Maintenance, Operations and Transportation

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: February 26, 2026

Subject: **Approve/Ratify Notices of Employment and Changes of Status/February 26, 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.

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

To the Board of Trustees:

Recommend Approval

13.5
Agenda Placement

Meeting: February 26, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CLASSIFIED PERSONNEL – February 26, 2026

CLASSIFIED OFFERS OF EMPLOYMENT:

I.	**Rehire:**		
	1. Quesada, Patricia A	Paraeducator 9.5mo/McCollam	02/13/2026
II.	**Change of Status:**		
	1. Rocha, Patty	Community Liaison 9.5mo/Russo-McEntee	02/23/2026

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
February 26, 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, Héctor	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 , Noé	01/26/2026-02/24/2026

CERTIFICATED CHANGES OF STATUS:

II. Retirement:

1.	Rondilla, Gerardo	4/Lyndale Elementary	02/03/2026

III. Return from PLOA:

1.	Solis Reyes, Juan	Teacher, Spanish/Adelante Academy II	03/02/2026

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: February 26, 2026

Subject: **Resolution # 55-25/26 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 26, 2026.

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

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

To the Board of Trustees: Meeting: February 26, 2026
Regular Board Meeting

Recommend Approval

13.6
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
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 55-25/26
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 26th 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 26th, 2026.

_____
Sandra Garcia, Interim Superintendent

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SURPLUS EQUIPMENT AND FURNITURE
REQUEST FOR DISPOSAL

Please list equipment and/or furniture to be disposed of.

*Attach spreadsheet if needed.

Description (MFR., Model)	ARUSD Asset No.	Serial No.
Wurlitzer Upright Piano	No Asset No.	391911

Reason for Disposal: Not needed

School/Location: Sheppard, G2

Contact Person: Emily McChristian Ext. 6524

Program Manager Signature: Emily McChristian Date: 01/14/26

(Office Use Only)

Check List:
- ___ Work Order completed - Work order #: _____
- ___ Submitted for Board Approval - Board Meeting Date: _____
- ___ Entered in Asset Tracking System - Entry Date: _____
- ___ Recycle - Recycled Date: _____
- ___ Other: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SURPLUS EQUIPMENT AND FURNITURE
REQUEST FOR DISPOSAL

Please list equipment and/or furniture to be disposed of.

*Attach spreadsheet if needed.

Description (MFR., Model)	ARUSD Asset No.	Serial No.
Upright Piano	00908	Not found

Reason for Disposal: Not needed

School/Location: Adelante 2, B-11

Contact Person: Emily McChristian Ext. 6524

Program Manager Signature: Emily McChristian Date: 01/14/26

(Office Use Only)

Check List:

____ Work Order completed - Work order #: _____

____ Submitted for Board Approval - Board Meeting Date: _____

____ Entered in Asset Tracking System - Entry Date: _____

____ Recycle - Recycled Date: _____

____ Other: _____

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 26, 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: Meeting: February 26, 2026
Regular Board Meeting

Recommend Approval

13.7
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 26, 2026 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Lyndale Elementary School Jackie Montejano	02/27/2026-06/30/2026	Street Sounds Production	$1,500.00	Street Sounds Productions will provide a 45-minute interactive musical assembly focused on the history and cultural significance of West African rhythms and songs. Funding: Restricted
Human Resources Cesar Torrico	02/27/2026-06/30/2030	Teach for America	$30,000.00	Teach for America will use its reasonable efforts to provide the number of teaching candidates for employment with the district. Funding: General
Social Emotional Learning Kristin Burt	02/27/2026-06/30/2026	ArtHouse Studio	Master Not to Exceed $1,850.00 per school	Arthouse Studio will provide Wellness with Art program services which includes Artbreak videos, training and support, student supplies, and Lesson Planners to empower students to use art as an accessible tool for self-regulation, expression, and inner calm. Funding: General or Restricted
M.O.T. Eric Wasinger	01/27/2026-06/30/2026	Selway Construction, Inc.	$47,500.00	Furnish and install a new roofing system at Hubbard Media Arts Academy Portable Building. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

M.O.T. Eric Wasinger	07/15/2025- 06/30/2028	Tidal Vision Products, Inc.	$4,000.00 per year	Ratify - Tidal Vision Products will implement a basic monitoring and storm water pollution prevention program to ensure compliance with environmental laws. Includes site visits, site diagrams, and all necessary documentation, as well as BMP tables. $4,000 per year, not to exceed $12,000. Funding: General
M.O.T. Eric Wasinger	01/22/2026- 06/30/2026	ARAM Electric Inc	$25,320.39	ARAM Electric Inc. will replace and install conduits, conductors, and breakers for branch circuits damaged by the fire to restore the Multi-purpose room and Kitchen to full operation at Hubbard Media Arts Academy. Funding: Restricted
M.O.T. Eric Wasinger	01/28/2026- 06/30/2026	Harry L. Murphy, Inc.	$44,452.00	Ratify – Harry L. Murphy Inc. will provide services to furnish and install new carpet and linoleum flooring in the Ocala Portables classrooms at 2888 Ocala Avenue, San Jose. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	02/27/2026- 06/30/2026	Checkmate Academy Group	$14,400.00	Checkmate Academy offers an 8-week after-school chess program for beginners, featuring one 60-minute session per week. Classes serve up to 20 students with a 1:10 coach-to-student ratio. All materials are provided, and the program costs $15 per student/session. This program is available to any school that is interested in participating during the 2025-2026 School Year. Funding: General or Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Support Services Dr. Kiela Jimenez	02/27/2026- 06/30/2028	Catholic Charities	No cost	Catholic Charities of Santa Clara will deliver integrated student support services designed to remove barriers to academic success. Services will be provided to Sheppard, Renaissance at Mathson, and Ocala. Funding: Not Applicable
Student Support Services Dr. Kiela Jimenez	06/15/2026- 07/15/2026	Springboard Collaborative	$81,078.00	Springboard will provide a comprehensive literacy program during ARUSD Summer 2026 Program that includes Family Workshops, Teacher Coaching and incentives to achieve data driven literacy growth in Students. The contract will support a minimum of 3 schools serving 180 students in K-3rd grade. Funding: Restricted

Docusign Envelope ID: 14A94140-6835-4DF3-9BAB-2519JDABD479

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Jackie Montejano

[X] 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: Street Sounds Production

Address: 1430 21st Ave City: San Francisco State: CA Zip: 94122

Phone: (415 425-8925 Email Address: streetsoundsproductions@gmail.com

SSN: _____ or Fed I.D #: _____

Mutually agree and promise as follows:

2 CONTRACT TERM: Contractor shall commence providing services under this Agreement on February 27, 2026, and will diligently perform as required and complete performance by June 5, 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")
Street Sounds Productions shall provide a 45-minute interactive musical assembly for students focused on the history and cultural significance of West African rhythms and songs. Services shall include live musical instruction, performance, and student participation. Street Sounds Productions shall supply all necessary instruments, materials, and equipment required for the assembly.

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: $1,500 (describe rate agreement) _____

5 BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	6332	0	5815	00	1110	~~3140~~ 3130	000000	030	6332	$1,500.00	C 2/12/26
											2/11/26
											per Kristin 2/13/26

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

Street Sounds Productions
1430 21st Avenue
San Francisco, California 94122

Cell: 415.425.8925
Email: streetsoundsproductions@gmail.com

INVOICE NO. SJLES01

THURSDAY, FEBRUARY 10TH, 2026

BILL TO	SHIP TO	INSTRUCTIONS
Lyndale Elementary 13901 Nordyke Drive, San Jose, CA 95127	**Christopher Street** **@ Street Sounds Productions** 1430 21st Avenue San Francisco, California 94122	N/A

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	2026 African American Heritage Month Celebration /45 Minute Assembly Date and Time to be confirmed within the window of: **March 1st-June 6th**	$1500.00 @ 45 minutes	$1500.00

TOTAL	PAID
$1500.00	
0.00	
0.00	
$1500.00	

Thank you for your business!

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Human Resources (School/Dept.) VENDOR NO. 016896

Submitted by: Cesar Torrico

☒ **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: Teach for America

Address: 401 Grand Ave, Suite 400 City: Oakland State: CA Zip: 94610

Phone: (415) 659-0800 Email Address: Xavier.Buster@teachforamerica.org

SSN: _____ or Fed I.D. #: 95-3541913

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 27, 2026, and will diligently perform as required and complete performance by June 30, 2030, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

District Educational Professional Services Agreement
Teach for America will use its reasonable efforts to provide the number of teaching candidates for employment with the District.

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:** $ 30,000 (describe rate agreement) $5,000 per year, per teacher

(not to exceed $30,000)

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7200	000000	600	5010	$30,000	

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

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is dated January 12, 2026 and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit with regional office located at 401 Grand Avenue Oakland, CA and Alum Rock Union Elementary School District, a political subdivision of the state of California ("School District") (each individually "a Party" and collectively "the Parties").

RECITALS

WHEREAS, Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, Alum Rock Union Elementary School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:
School District Responsibilities:

A. Hiring Commitment.

i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District ("Teachers") (the "Agreed Number"), but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District. Failure to provide the Agreed Number of Teachers for any academic year shall not constitute a breach of this agreement. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number,

School District agrees to pay the fee for each additional Teacher. Each cohort of Teachers employed pursuant to this clause is in addition to the Teachers from prior cohorts.

a. 0-10 teachers for the 2026-2027 academic school year.
b. 0-10 teachers for the 2027-2028 academic school year.
c. 0-10 teachers for the 2028-2029 academic school year.
d. For additional detail on the Agreed Number, please see **Exhibit A**.

ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.

iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.

iv. While Teach For America Teachers will continue to be hired by School District for vacancies across the full range of grades and subject matters, both parties acknowledge a shared priority to increase the number of Teachers placed in Special Education roles. Teach For America will make reasonable efforts to identify and support candidates with interest and eligibility in Special Education, and School District will give good faith consideration to hiring these candidates for Special Education vacancies, where available. This prioritization shall not preclude the hiring of Teach For America Teachers in other subject areas or grade levels.

v. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies. School District agrees that Teach For America Teachers will not provide any religious instruction.

vi. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.

vii. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. School District agrees that it will not place Teach For America Teachers at any for-profit schools within its district.

B. Hiring Process.

i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established District hiring practices.

ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the preceding spring and summer. School District shall employ Teachers no later than the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as defined below).

iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to provide a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

iv. In the event that School District cannot offer alternative employment for whatever reason, School District will pay Teach For America a fee of $200 for each business day that an eligible Teacher is not employed after the first day of school for students, up to forty (40) days. (Teach For America uses such fees to defray the living expenses of unplaced Teachers.)

II. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

Teach For America Responsibilities:

A. Candidate Recruitment and Selection. Teach For America will utilize its reasonable efforts to recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not

knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.

B. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training with Teach For America ("Pre-Service Training), in order to prepare Teachers for this work.

C. Certification Status. Teach For America will provide the Pre-Service Training to Teachers presented to School District for the purpose of ensuring that such Teachers meet applicable federal, state and/or local educational standards or requirements such as those set forth in the federal Every Student Succeeds Act and other applicable state certification regulations (together, the "Requirements"). For purposes of this Section, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

III. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS: School District Responsibilities

A. Employment Status.

i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. Nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.

ii. Nothing in this Agreement shall be construed to make Teach For America party to any Teacher employment agreement, permit Teach For America to interfere in the employment relationship between School District and an employed Teacher, or permit Teach For America to function as the representative of any Teacher absent an express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.

iii. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.

iv. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America.

v. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s).

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits as are provided to other teachers employed by School District who are similarly situated under factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from their teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.

D. Compliance with Anti-Harassment and Non-Discrimination Regulations. Teach For America believes all Teachers should be able to work in a safe, inclusive and equitable environments free from all forms of unlawful discrimination based on characteristics or protected status. To that end, School District will provide a copy of their internal

harassment policies and/or procedures prior to signing this Agreement. School District acknowledges that not consistently enforcing their policies and procedures constitutes a breach of this Agreement, and that such judgment is at the sole discretion of Teach For America.

E. Prohibited Activities and AmeriCorps Service Requirements. School District acknowledges that Teachers serving at district schools may be serving as members of AmeriCorps, and as such, are subject to the rules and requirements of AmeriCorps and the Serve America Act and are required to refrain from engaging, directly or indirectly in certain activities while teaching, accumulating service hours towards an education award or otherwise engaging in activities supported by the AmeriCorps program (45 CFR § 2520.65). These restrictions pertain to when Teachers are enrolled in the AmeriCorps program and are on the clock at their school, including teaching time, passing and planning periods and professional development sessions. A full list of prohibited activities can be found in attached **Attachment A** but in general, Teachers may not (1) attempt to influence legislation or (2) participate in or endorse political events or activities.

i. School District will not require Teachers to engage in any Prohibited Activities and shall post a list of Prohibited Activities in all locations where Teachers serve, when possible.

ii. School District acknowledges they may be asked to complete AmeriCorps Service Verification forms for Teachers.

iii. For the avoidance of doubt, Teachers may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds.

IV. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS: Teach For America Responsibilities

A. Professional Development and On-Line Data Storage Services.

i. Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as on-line data storage services to facilitate such professional development services during the Teachers first two years in the classroom (the "Professional Development Services"). These services may include periodic classroom observations by regional program staff, videotaping/recording of instruction, in alignment with School District Policies, in in-person or virtual spaces with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. If professional development services must be provided virtually, at Teach For America's discretion, Teach For America shall provide equivalent services to the extent possible. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America's software and servers.

ii. To facilitate provision of the Professional Development Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), in the course of providing the Professional Development Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).

iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement and/or otherwise authorized by the School District or by law, and in

compliance with the student data privacy requirements contained in the Data Sharing Agreement, a form of which is attached and incorporated hereto as, **Attachment B** to this Agreement, and only for the purposes for which disclosure was made.

iv. Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the Professional Development and Data Storage Services, as provided in 34 C.F.R. § 99.33(b), provided that Teach For America shall, in advance, provide the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.

v. Pursuant to 34 CFR § 99.7(a)(3)(iii), School District shall include, in its annual notification of rights under FERPA, criteria that qualify Teach For America, in its capacity as a provider of professional development and data storage services, as a school official with a legitimate educational interest.

B. Certification and Credentialing Services.

i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record according to the requirements of the Every Student Succeeds Act and applicable state regulations in existence at the time of signature of this agreement.

ii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill their obligations to maintain their teaching credentials or obtain necessary waiver(s) to remain a classroom teacher of record.

V. GENERAL PROVISIONS

A. Fees-for-Service.

i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing Pre-Service Training and continuing professional development services to the Teachers employed by School District under this agreement. All payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.

ii. With respect to each Teacher whose employment by School District is to commence in the 2026-2027 academic year, School District shall pay Teach For America an annual amount of $5000 for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence; and

iii. With respect to each Teacher whose employment by School District is to commence in the 2027-2028 academic year, School District shall pay Teach For America an annual amount of $5000 for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.

iv. With respect to each Teacher whose employment by School District is to commence in the 2028-2029 academic year, School District shall pay Teach For America an annual amount of $5000 for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.

B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher for any reason whatsoever.

C. Invoicing and Payment. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights or constitute a breach by Teach For America.

D. Term. The term of this Agreement will cover all Teachers who's employment begins

with the School District during the 2026-2027, 2027-2028, and 2028-2029 academic years. This Agreement will expire on the last school day of the 2028-2029 academic year.

E. Termination. This Agreement may be terminated as follows:

i. at any time by mutual written agreement of the Parties;

ii. by either Party, upon thirty (30) days' prior written notice to the other Party, provided that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or

iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.

F. Survivability and Effect of Termination. In the event of the expiration or termination of this Agreement, this agreement shall become void, with the exceptions that Section

IIIA-E (School District placement and professional development responsibilities) shall survive and will remain in effect until such time as there are no Teachers employed under this contract. In addition, Sections VG (No Warranty), V.H (Mutual Indemnification), and V.I (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.

G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and School District shall indemnify and hold harmless the TFA Indemnities (as defined below in the Section related to Mutual Indemnification) from and against any Losses (also defined below in the same Section below) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by School District.

H. Mutual Indemnification. Each Party shall indemnify and hold harmless the other party and its officers, directors, employees and agents (the " Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such Indemnitee may become subject arising out of a breach of this Agreement by the indemnifying party, except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnitee.

I. Limitation of Liability. Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection to this Agreement, except for a Loss resulting from willful misconduct or gross negligence on the part of such Party; provided that in no event any such liability be in excess of the aggregate amount of the value of this Agreement. To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party with respect to

Losses asserted after 6 months of the expiration or termination of this Agreement, whichever is earliest.

J. Surveys. School District acknowledges that Teach For America may survey individual constituents, teachers, etc. at the partner school sites regarding its programming and professional development of Teachers in the classroom.

K. Amendment/Modification/Extension. Any amendment, modification, extension must be in writing and signed by each Party.

L. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).

M. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of California,

N. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

O. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice.

DISTRICT CONTACT

Name: _____
Title: _____
Address
: _____

Email: _____

Email: _____

TEACH FOR AMERICA:

With an electronic copy to:

Name: Beatrice Viramontes
Title: Executive Director
Address

:

Oakland, CA 94610
Beatrice.Viramontes@teac

Email: hforamerica.org

Name: TFA Legal Affairs
Email: LegalAffairs@teachforamerica.org

401 Grand Ave Suite 400
**Send only notices related to breach of contract and indemnity.*

P. Waiver. A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver unless expressly waived in writing.

Q. Authority. This Agreement supersedes all communications between the parties related to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

By:

Name: Sandra Garcia

Title: Interim Superintendent

Address: 2930 Gay Ave.
San Jose, CA 95127

By:

Name: Beatrice Viramontes

Title: Executive Director, Teach For America

Address: 401 Grand Ave Suite 400
Oakland, CA 94610

Teach For America Contract

Owner Attestation:

☐ This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: Marissa Kanemura-Morin

Title: MD, School Partnerships & Alumni Talent

Docusign Envelope ID: B0A09A94-A584-4F0C-8091-64FEAEBF8FC1

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Social Emotional Learning (School/Dept.) VENDOR NO. 301814

Submitted by: Kristin Burt

☐ **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: ArtHouse Studio

Address: 50 Clayton Ave. City: San Jose State: CA Zip: 95110

Phone: (408) 504-5164 Email Address: julie@arthousestudioca.org

SSN: _____ or Fed I.D. #: 86-1773041

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 27, 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").
ArtHouse Studio will provide Wellness With Art program services which includes Artbreak videos, training and support (virtual and in-person with staff), student supplies, and Lesson Planners to empower students to use art as an accessible tool for self-regulation, expression, and inner calm.

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:** $1,850 per school (describe rate agreement) Price adjusted for mid-year services

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	1000	000070	061	7221	MASTER	CS

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: 1730A560-2A25-4ABE-8316-195FA2D4D054

artHouse STUDIO

Equity and Opportunity Through Creativity
Proposal: Wellness With Art
Alum Rock Unified School District
January 15, 2026

Our Wellness With Art program empowers students to use art as an accessible tool for self-regulation, expression, and inner calm, using music, sounds & mediums to calm, humor and more!

Program Services Per School Include:

- 10 Art Break Videos (5 English & 5 Spanish videos **or** you select the language combination)
- Training totaling 4 hours
  - 1 in person training session for ARUSD Wellness staff
  - 1 online training session
  - Support as needed
- Supplies for 250 students
- Lesson Planner
- Cost per school: $1850 (adjusted for mid-year services)
- Term dates: February 27, 2026 - June 30, 2026

Total cost for 2 schools: $3700

Thank you so much for this opportunity!
Please let me know if you have any other questions.

Signature: Signed by: Julie Stover DE58BC179E57439... 1/29/2026

Julie Stover, Executive Director, ArtHouse Studio, 408-504-5164 (mobile)

Signature:

Sandra Garcia, Interim Superintendent, ARUSD

Docusign Envelope ID: 43FB5735-74DB-46DE-9345-A2804FEF502D

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: Selway Construction, Inc.

VENDOR NO: 300516

ADDRESS: 728 Charcot Avenue, San Jose, CA 95131

TELEPHONE NUMBER: (408) 382-9841

FAX NUMBER: (408)

TAX ID NUMBER: 84-2990639

E-Mail: peter@selwayconstruction.com

BOARD APPROVAL DATE: February 26, 2026

CONTRACT TERM: From: **January 27, 2026 – June 30, 2026**

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

A. One-line description for the Governing Board report: **Furnish and install a new roofing system at Hubbard Media Arts Academy Portable Building.**

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	$47,500.00

Program Manager/Principal _____ **Date:** 2/12/2026

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 2/12/26
Accountant

Director of Fiscal Services _____ **Date:** 2/12/26

Asst Supt, Bus Services _____ **Date:** 2/12/26

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:** $ 47,500.00 (NTE) FY: 2025-2026

SELWAY CONSTRUCTION
728 Charcot Avenue, San Jose, CA 95131
(408) 382-9841

ESTIMATE

Selway Construction is pleased to present this proposal based on the following information.

Project Information			
Customer Name:	ARUSD	**Quote Issue Date:**	1/21/26
Project Name:	ARUSD Hubbard Academy Portable Roof Repair	**Quote Expiry Date:**	30 Days from Issue Date
Project Location:	1680 Foley Ave, San Jose, CA 95122	**Bid Number:**	1453.1

Project Summary

This project consists of preparing and installing a new roofing system on a portable building. Work includes preparation of the existing metal roof, installation of rigid insulation and a DensDeck cover board, and installation of a new gray TPO roofing membrane. The scope also includes new sheet metal drainage improvements, including the installation of new gutters and downspouts connected to existing storm drainage, as well as localized treatment of visible interior sheet metal corrosion. All work will be completed to provide a durable, watertight roofing system suitable for the portable building.

Scope of Work	
General / Preparation Prepare existing roof surface to receive new roofing system, including protection of adjacent areas and removal of loose debris. Verify existing metal roof is suitable substrate for new roofing assembly. **Roofing** Furnish and install new TPO roofing membrane (gray) in accordance with manufacturer specifications. Install 4 inches of rigid insulation over existing metal roof assembly. Install ½-inch DensDeck roof board over insulation as a cover board. Mechanically fasten insulation and DensDeck to existing roof structure using fasteners. Fully adhere or mechanically install TPO membrane, including seams and terminations. **Sheet Metal / Drainage** Furnish and install new 6-inch gutters along designated roof edges. Furnish and install four (4) new downspouts. Connect new downspouts to existing storm drain lines. **Interior Sheet Metal – Corrosion Treatment** Access and address select visible areas of interior sheet metal affected by corrosion. Perform localized cleaning and treatment of larger corrosion patches only, as reasonably accessible. Apply a rust-inhibitive treatment or coating to treated areas to reduce further corrosion **Clarification:** Existing portable structure is assumed to be adequate to support the proposed roofing assembly. Corrosion treatment scope is limited to visible and accessible areas only. Work is not intended to remove all rust or restore metal to like-new condition. No structural repair, metal replacement, or cosmetic finish matching is included. Any corrosion beyond surface-level conditions or outside treated areas is excluded and subject to additional scope.	
	$47,500.00

General Exclusions: Project Permits and Fees / Plans / Inspection Fees / Asbestos and Lead Abatement / Furniture Removal or Relocation / Temporary Sanitary Services / Site Furnishing / Hazardous Material Abatement / Structural Modifications to Portable Building / Roof Deck Repair or Replacement Beyond Existing Metal Roof / Correction of Out-of-Level or Deflected Roof Framing / Removal of Existing Roofing Materials Beyond Loose Debris / Replacement or Relocation of Mechanical, Electrical, or Plumbing Equipment / Roof Penetrations Not Specifically Noted / Skylights, Hatches, or Vents / Temporary or Permanent Roofing Over Adjacent Structures / Insulation Beyond Specified 4 Inches / Thermal or Energy Code Compliance Beyond Installed Assembly / Fireproofing or Fire-Resistive Upgrades / **Structural Engineering or Load Analysis** / Waterproofing Below Roof Assembly / Interior Repairs Due to Roof Work / Water Damage Repairs / Storm Drain Repairs or Modifications Beyond Tie-In / Underground Piping / After-Hours or Weekend Work / Weather Delays / Manufacturer Warranty Registration Fees / Third-Party Testing or Special Inspections / Concealed Conditions / Roofing Warranty / Interior Work /

Terms

Scope of Work: *Selway Construction, Inc. agrees to perform the services outlined in the Proposed Scope of Work. Any alteration of deviation from the above specifications involving extra costs will be executed only upon written orders from the project owner and will result in an additional charge the original Total Estimate.*

Price: *The sum of the Total Estimate includes all applicable sales tax; however, the Total Estimate does it include any costs associated with items in the General Exclusions section or fees involved with a waiver of subrogation.*

Remobilization Fee: *A remobilization fee of $500 will be charged to the customer if Selway Construction, Inc. employees are required to return to the project site due to an error by the project owner or delayed materials supplied by the project owner.*

Payment Terms: *Payment is due 30 days after reciept of notice. If legal processes are required by Selway Construction, Inc. to recover full payment from the customer, the customer may also pay all reasonable attorney fees and court costs.*

PLEASE COMPLETE SECTION BELOW

Customer Billing Contact

Name: **Phone:**
Email: **P.O. Number**

Submitted By: Peter Hawkins
Title: Project Manager
Date: 1/21/26

Accepted By: Van Mendoza
Signature:
Date: 1/21/26

Thank you for giving us the opportunity to work with you! Please feel free to contact us with any comments or questions.
We look forward to being of service to you during the project.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T. - Transportation 022388

Submitted by: Derek Zabaldo, Transportation Manager

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Tidal Vision Products Inc - Frog Environmental Inc

Address: 965 E. Willow Street City: Signal Hill State: CA Zip: 90755

Phone: (310) 241-0866 ext 234 Email Address: shelbyp@frogenv.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 15, 2025, and will diligently perform as required and complete performance by June 30, 2028, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Implement a basic monitoring and storm water pollution prevention program to ensure compliance with environmental laws. Includes site visits, site diagrams, and all necessary documentation, as well as BMP tables.

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:** $ 12,000.00 (NTE) (describe rate agreement) Multi-Year Service Contract: 1st year $4,000.00 (2025/2026), 2nd year $4,000.00 (2026/2027), and 3rd year $4,000.00 (2027/2028).

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	3600	000000	470	3270	$12,000.00	

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

FROG ENVIRONMENTAL

THIS IS NOT AN INVOICE

965 E Willow Street
Signal Hill California 90755

STATEMENT OF WORK

Billing Address

Alum Rock Sch Dist

Alum Rock Union Elementary S.D.
2930 Gay Ave
San Jose, CA 95127

Estimate #
EST-003393

Facility Address

2930 Gay Ave
San Jose, CA 95127
WDID: 2 43I027263

Estimate Date

Jul 15, 2025

Subject :

L2AP - TSS

#	Item & Description	Qty	Rate	Amount
1	Level 2 ERA Action Plan	1	4,000.00	4,000.00

This is an ESTIMATE for the services or products listed above. Upon your acceptance of this ESTIMATE, an Invoice will be created and emailed for

Sub Total 4,000.00

payment. Please do NOT submit payment until you have received an Invoice for services or products.

Estimates are valid for 30 days unless otherwise stated above.

NOT AN INVOICE- Estimated Total	**$4,000.00**

TERMS & CONDITIONS

This Statement of Work (SOW) is agreed to in accordance with the Terms and Conditions stated within the Master Service Agreement (MSA). The SOW and MSA constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings, or agreements relating to the subject matter hereof.

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 13, 2026

Subject: **Delegation of Authority to Approve and Award Contract to ARAM Electric Inc.**

Support Information: Under the Delegation of Authority, ARAM Electric Inc. will replace and install conduits, conductors, and breakers for branch circuits damaged by the fire to restore the multi-purpose room and the kitchen to full operations at Hubbard Media Arts Academy, 1680 Foley Avenue, San Jose, CA 95122.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: **Restricted Fund**

Recommended Action: It is the recommendation of the Board of Trustees to delegate authority to the Interim Superintendent to award the contract for Safety Concerns and/or remediation per Education Code Section 17604.

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

To the Board of Trustees: Meeting: February 26, 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: BBC04C66-625C-4C2E-944E-34AAA925122F

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: **ARAM Electric Inc.**

VENDOR NO: 301672

ADDRESS: **2000 Alvarado Street, Unit B, San Leandro, CA 94577**

TELEPHONE NUMBER: **(510) 357-2726**

FAX NUMBER: **(510) 373-2333**

TAX ID NUMBER: **46-0583351**

E-Mail: admin@aramelectric.com

BOARD APPROVAL DATE: February 26, 2026

CONTRACT TERM: From: **January 22, 2026 – June 30, 2026**

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

A. One-line description for the Governing Board report: **Replace and install conduits, conductors, and breakers for branch circuits damaged by the fire to restore the Multi-purpose room and Kitchen to full operation at Hubbard Media Arts Academy.**

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	$25,320.39

Program Manager/Principal _____ **Date:** 2.13.2026

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 2/13/26
Accountant

Director of Fiscal Services _____ **Date:** 2/13/2026

Asst Supt, Bus Services _____ **Date:** 2/13/26

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: $25,320.39** (NTE) FY: **2025-2026**

ARAM Electric Inc.

2000 Alvarado St. Unit B.
San Leandro, CA 94577
Phone (510) 357-ARAM Fax (510) 373-2333

INVOICE

INV# ARUSD012026-01
DATE: 01/29/2026

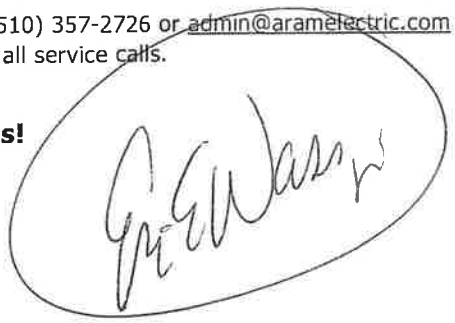
TO:
Eric Wasigner
Alum Rock Union School District
2930 Gay Ave. San Jose, CA 95127

FOR:
Hubbard Media Arts Academy – Fire Damage
1680 Foley Ave. San Jose, CA 95122

DESCRIPTION	AMOUNT
Scope of Work: Provide installation of conduits, conductors, and breakers for branch circuits damaged by fire. The scope includes replacement of one (1) 400-amp circuit, including associated raceways and conductors. The intent is to salvage and reuse any conductors and raceways that are determined to be serviceable, while intercepting and installing new materials as required to restore full functionality. Additionally, replace one (1) 150-amp circuit within the same distance and conditions. Materials includes circuit breakers, wire, conduit, supports, fittings, j-boxes, etc...	
400amp Circuit Repair Materials (inc. Taxes)	$ 6,174.02
150amp Circuit Repair Materials (inc. Taxes)	$ 3,656.75
Electrician – 5 men, 1 days @ $245 p/hr.	$ 9,800.00
Supervision – 8 hours @ $265 p/hr.	$ 2,120.00
Trip Charge	$ 180.00
Subtotal	$ 21,930.77
Overhead & Profit 15%	$ 3,389.62
Work completed 01/22/2026	
TOTAL DUE	**$ 25,320.39**

If you have any questions concerning this Invoice, contact James Friely at (510) 357-2726 or admin@aramelectric.com
2-hour minimum and $180 trip charge applies on all service calls.

Thank you for your business!



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: February 13, 2026

Subject: **Ratify - Harry L. Murphy, Inc.**

Support Information: Harry L. Murphy Inc. will provide services to furnish and install new carpet and linoleum flooring in the Ocala Portables Classrooms, scheduled to be open to students and staff. The existing carpet and linoleum in the classrooms located at 2888 Ocala Avenue, San Jose, CA 95148, were beyond repair.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Restricted Fund

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees ratify the contract with Harry L. Murphy Inc. for the 2025-2026 School Year. The cost is $44,452.42.

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

To the Board of Trustees: Meeting: February 26, 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: A43D4310-7244-47E8-AAD0-852CBA481CE6

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 26, 2026

CONTRACT TERM: From: **January 28, 2026 – June 30, 2026**

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

A. One-line description for the Governing Board report: **Furnish and install new carpet and linoleum flooring in the Ocala Portables classrooms at 2888 Ocala Avenue, San Jose, CA 95148.**

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	$44,452.42

Program Manager/Principal _____ **Date:** 2-13-2026

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 2/13/26
Accountant

Director of Fiscal Services _____ **Date:** 2/13/2026

Asst Supt, Bus Services _____ **Date:** 2/13/26

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: $44,452.42 (NTE)** FY: **2025-2026**

CONTRACTORS LICENSE # C-15 145985

DIR # 1000004204 Exp. 6/30/2026

HARRY L. MURPHY INC.
FLOOR COVERINGS

San Jose, CA. *Sacramento, CA.*

DATE	Estimator
1/23/2026	Mario Saucedo

Work Proposal

CUSTOMER		PROJECT	
Company:	Alum Rock Union Elementary School District	**Project Name:**	Ocala Portables
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>		

UNION SHOP * BONDABLE PRICES * PRICE GOOD FOR 60 DAYS

SCOPE OF WORK

We propose to furnish and install materials in areas specified by project contact

Item	Amount	Description	Break Down
prep/demo/install	6,727.00 SF	LABOR	$ 20,830.12
sheet goods	227.37 SY	NORA Environcare 3mm color Clam Bake	$ 6,975.71
welding rod	1 spool	NORA matching color	$ 118.00
adhesive	3 units	NORA AC 100	$ 531.00
carpet tile	544.17 SY	MOHAWK Framed Structure BT436 color 979 Pencil Lead	$ 8,533.78
adhesive	5 units	XL BRANDS STIX 2230	$ 678.50
wallbase	960.00 LF	TARKETT 4 inch color Black	$ 1,032.72
adhesive	20 tubes	MAPEI ECO 575	$ 121.54
floor prep	4 cases	ARDEX FEATHER FINISH	$ 377.60
		sundries	$ 980.40
		Tax @ 9.38%	$ 1,840.29
		CA Carpet Rec. Fee	$ 956.76
		Freight	$ 1,476.00
		**Base Bid Total	$ 44,452.42

Notes/ALTS:	
Inclusions:	Moisture TESTING / Minor floor prep included (expansion joints, filling hairline cracks), Regular Hours (7am-3:30pm)
Exclusions:	Moisture BARRIER /abnormal and or unforeseen subfloor preparation, ramping, floating, leveling, grinding, sealing, demo and or emoval of existing flooring/ adhesives and other substances on subfloor, Furniture moving additional cleaning caulking, finished floor protection Janitorial Services: vacuuming, mopping, waxing, polishing, sealing, Overtime Labor, out of sequence work and 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.

Docusign Envelope ID: CA2F7ECF-E094-4EF4-AFFD-12547E12E023

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. 301808

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: Checkmate Academy Group, LLC

Address: 4 Bartel Court City: Tiburon State: CA Zip: 94920

Phone: (510) 378-7694 Email Address: ashley@checkmateacademy.org

SSN: _____ or Fed I.D. #: 99-4725117

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 27, 2026, and will diligently perform as required and complete performance by ~~June 30, 2026~~, 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").
Checkmate Academy offers an 8-week after-school chess program for beginners, featuring one 60-minute session per week. Classes serve up to 20 students with a 1:10 coach-to-student ratio. All materials are provided, and the program costs $15 per student/session. This program is available to any school that is interested in participating during the 2025-2026 School Year.

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

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

X b. **Other:** $14,400.00 (describe rate agreement) Not to Exceed $2,400.00 per site

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	1000	000000	360	7221	$14,400.00	2/2/26
											2/2/26

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

Docusign Envelope ID: CA2F7ECF-E094-4EF4-AFFD-12547E12E023

CHECKMATE ACADEMY

Checkmate Academy
4 Bartel Court
Tiburon, CA 94920

Checkmate Academy Scope of Work

Overview

Checkmate Academy's after-school program introduces students to the exciting world of chess in a fun and supportive environment. Designed for beginners, our classes cover key strategies, tactics, and game principles while helping students develop critical thinking and problem-solving skills.

Chess challenges students to think ahead, analyze positions, and make strategic decisions - skills that benefit them both on and off the board. Through hands-on instruction and structured play, students sharpen focus, improve concentration, and learn to adapt in a dynamic and interactive setting. Join our chess program and experience the fun and excitement of the world's best strategy game!

Program Objectives

1. Introduce students to the fundamentals of chess, including rules, strategies, and tactics.
2. Develop students' critical thinking, concentration, and decision-making skills. 3. Teach students to focus and concentrate, to take their time, observe carefully, and plan before they act on the chessboard.
4. Encourage students to identify alternatives, weigh pros and cons, and consider the thoughts and plans of others.
5. Promote good sportsmanship, patience, and perseverance while learning to view mistakes as valuable opportunities for growth.

Program Structure

- Schedule: Flexible program options ranging from 6 to 12 weeks, with sessions conducted once or twice per week based on the school's needs. Each session lasts 60 minutes.
- Class Size: Accommodates 6 to 20 students per class, with an average of 10-12 students per session.
- Pricing: The program costs $15 per student per class. For 8 sessions, the total price is $120 per student.

Docusign Envelope ID: CA2F7ECF-2094-4EF4-AFFD-12547E12E023

- Curriculum: Tailored for beginners, the curriculum covers:
    - Introduction to chess pieces, movements, and rules.
    - Basic strategies and opening principles.
    - Endgame techniques and tactics.
    - Fun, interactive activities, including mini-tournaments and puzzles
- Material and Resources: Chess boards and pieces are provided for all students

Instructor Qualifications

- Experienced chess instructors with backgrounds in teaching and competitive play. - Emphasis on creating a positive, engaging learning environment.

Program Benefits

The beauty of chess is that it stimulates children's minds and helps them build valuable life skills while they are engaged in an enjoyable activity. By participating in Checkmate Academy, students will:

- Improve critical thinking and analytical skills.
- Build confidence in decision-making.
- Strengthen focus, patience, and perseverance.
- Learn to consider others' perspectives and plans while developing their own. - Experience the joy of learning and competing in a friendly, supportive setting.

The happy result is that children who learn chess become better thinkers, problem solvers, and more capable decision-makers – all while having fun!

Contact Information

For additional details or to discuss specific needs, please contact:

Ashley Pang
Regional Director, Checkmate Academy
ashley@checkmateacademy.org

Docusign Envelope ID: 540A642C-FE33-404A-8431-69FC4953E2B7

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: 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: Catholic Charities of Santa Clara County

   Address: 2625 Zanker Rd Ste 200 City: San Jose State: CA Zip: 95134

   Phone: (_____) Email Address: aduran@ccscc.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 27, 2026, and will diligently perform as required and complete performance by June 30, 2028, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
   Catholic Charities of Santa Clara County, will deliver integrated student support services designed to remove barriers to academic success. By leveraging school-based interventions and broad community resources, this partnership aims to improve student behavioral health, foster leadership skills, and increase family engagement within the district. Services will be provided to Sheppard, Renaissance at Mathson, and Ocala.

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:** $0.00 (describe rate agreement) no cost

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	3130	000000	340	7221	0.00	2/20/26

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

SCOPE OF WORK

Catholic Charities of Santa Clara County
Alum Rock Union School District (ARUSD) Partnership
Renaissance Academy at Mathson, Ocala STEAM Academy, and William Sheppard Middle School

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EXECUTIVE SUMMARY

This agreement outlines the provision of comprehensive student support services at Renaissance Academy at Mathson, Ocala STEAM Academy, and William Sheppard Middle School for the 2025–2028 school years. The program focuses on mental health promotion, academic engagement, and connecting families to essential community resources.

I. SERVICE OVERVIEW

CCSCC will deliver integrated student support services designed to remove barriers to academic success. By leveraging school-based interventions and broad community resources, this partnership aims to improve student behavioral health, foster leadership skills, and increase family engagement within the district.

Service Period: February 27, 2026 - June 30, 2028
Unduplicated Participant Goal: Up to 20 participants per fiscal year Service Delivery Model: School-based, integrated support services

II. SCOPE OF SERVICES

A. STUDENT INTAKE AND ASSESSMENT

Service Description:

Catholic Charities staff will conduct structured intake sessions with each referred or self referred student to identify strengths, assets, and needs related to academic performance, behavioral challenges, and psychosocial well-being. The intake process will assess barriers to academic success and identify appropriate service pathways.

Compliance Components:

- FERPA-compliant documentation and recordkeeping
- Parent/guardian notification and consent (where applicable)
- Data security consistent with school district standards
- Assessment tools aligned with evidence-based practices

Expected Outcomes:

- Comprehensive understanding of each participant's needs
- Documented service plan with clear goals and objectives
- Baseline measurement for program evaluation

B. SUPPORT GROUPS AND DIRECT SERVICES

Service Description:

Catholic Charities staff will facilitate school-based support groups and direct counseling services focusing on evidence-based interventions in the following areas:

- Stress Management: Coping skills, resilience-building, mindfulness-based interventions
- Communication Skills: Assertiveness, conflict resolution, interpersonal effectiveness
- Problem-Solving: Decision-making frameworks, critical thinking, goal-setting Behavioral Health: Support for anxiety, depression, and behavioral challenges

Group Format:

Groups will meet on a regular schedule mutually agreed upon by CCSCC and ARUSD Group size will not exceed 12 participants to ensure quality engagement Sessions will be facilitated by qualified Catholic Charities staff

Compliance Components:

- Adherence to ARUSD behavioral standards and classroom expectations Documentation of attendance, participation, and progress
- Regular communication with school administration and counseling staff Crisis protocols consistent with school district procedures

Expected Outcomes:

- Participants demonstrate improved coping and communication skills Reduced behavioral incidents or improved behavioral management
- Increased academic engagement and attendance
- Documentation of skill development and participant progress

C. COMMUNITY SERVICE AND FIELD TRIPS

Service Description:

Catholic Charities will organize and facilitate leadership-building activities and community engagement opportunities, including:

- Community clean-up projects and environmental stewardship initiatives Cultural events and awareness activities
- Recreational outings that promote wellness and team building
- Leadership development workshops

Program Goals:

- Build community connections and civic responsibility
- Develop leadership competencies and social-emotional skills
- Provide positive recreational and enrichment opportunities
- Foster cultural awareness and appreciation

Compliance Components:

- Detailed activity planning with risk assessment and safety protocols Parent/guardian consent for off-campus activities

- Transportation compliance with school district standards
- Documentation of attendance, activities, and outcomes
- Budget accountability and fiscal reporting

Expected Outcomes:

- Increased community engagement and civic awareness
- Enhanced leadership skills and self-efficacy
- Strengthened relationships between students and school community

D. REFERRALS TO SUPPORTIVE SERVICES

Service Description:

Catholic Charities will provide warm hand-offs and referrals to internal and external resources to address comprehensive student and family needs, including:

Mental Health Services:

- Clinical counseling, therapy, psychiatric evaluation
- Housing Assistance: Emergency housing, rental assistance, housing navigation Immigration
- Legal Services: Consultation, family reunification support, legal referrals

Academic Support:

- Tutoring, special education advocacy, college preparation
- Health Services:
  Medical and dental care, health insurance enrollment
- Food Security:
  Nutritional assistance, food bank referrals

Other Family Services:

- Case management, emergency assistance programs Service Delivery: Warm hand-offs include direct contact with service providers when possible Follow-up communication to ensure service connection and engagement Documentation of referrals and participant outcomes
- Collaboration with ARUSD counselors and support staff

Compliance Components:

Verification of provider qualifications and credentials
Documentation of informed consent and service authorization
Privacy and confidentiality protection consistent with FERPA and HIPAA Regular reporting on referral outcomes and service utilization

Expected Outcomes:

Improved access to comprehensive support services
Reduced barriers to academic and personal success
Enhanced coordination of care across provider systems

E. DIRECT REFERRALS AND DISTRICT PRESENTATIONS

Service Description:

Catholic Charities will:

1. Accept Direct Referrals: ARUSD counselors, teachers, and administrators may refer students directly to Catholic Charities services without requiring pre-established intake documentation.
2. Provide District-Wide Presentations: Catholic Charities is available to provide informational presentations to students, families, and staff throughout ARUSD, similar to orientations provided to San José Unified School District.

Topics may include:

- Overview of Catholic Charities services and programs
- Mental health awareness and resources
- Community resources and support systems
- Family engagement and participation information

Compliance Components:

- Presentation content approved by ARUSD prior to delivery
- Age-appropriate and culturally responsive materials
- Documentation of presentation attendance and topics
- Coordinated scheduling with school administration

Expected Outcomes:

- Increased awareness of available services
- Higher referral rates and program enrollment
- Improved family engagement and resource connection

III. PARTICIPANT TARGETS AND GOALS

Unduplicated Annual Participant Goal: Up to 20 students

Service Distribution:

- All participants will receive intake and assessment
- Minimum 60% of participants will engage in support groups or direct services Referral services available to all participants and families

IV. STAFFING AND QUALIFICATIONS

Catholic Charities will assign qualified staff to deliver services, including:

- Senior Program Manager: Oversight of program implementation and quality assurance Clinical Staff: Licensed or clinically trained professionals to facilitate groups and provide direct services
- Support Staff: Administrative and logistics support for field trips and community events

All staff will:

- Meet ARUSD employment and background check requirements
- Maintain current certifications and licenses as required
- Participate in ongoing professional development
- Adhere to school district policies and procedures

V. DATA COLLECTION AND REPORTING

Program Data:

- Participant demographics and enrollment data
- Service participation and attendance

- Assessment and outcome measurements
- Referral patterns and service utilization

Reporting Schedule:

- Monthly service reports detailing activities and participation
- Quarterly outcome reports with progress toward goals
- Annual comprehensive program evaluation
- Ad hoc reporting as requested by ARUSD

Compliance Documentation:

- Fiscal reporting and expenditure documentation
- Staff credential and background check verification
- Participant consent forms and service agreements
- Incident reports and corrective action documentation

VI. BUDGETARY AND FISCAL REQUIREMENTS

A. Contract Amount

There is no cost for services under this Scope of Work for the 2026–2028 duration.

B. Fiscal Management

Catholic Charities commits to:

- Transparent Budget Tracking: All program expenditures documented and reconciled monthly
- Quarterly Fiscal Reports: Detailed accounting of all costs consistent with ARUSD procurement policies
- Cost Allocation: Clear documentation of staff time and resource allocation by program area
- Audit Readiness: Maintained records supporting all invoices and expenditures Grant Compliance: Adherence to all funding source requirements and restrictions
- Budget Modifications: Advance notice and approval process for any significant budget changes

VII. COMPLIANCE AND ACCOUNTABILITY

Catholic Charities will maintain compliance with:

Federal and State Requirements:

- FERPA (Family Educational Rights and Privacy Act)
- Title IX and civil rights regulations
- Health Insurance Portability and Accountability Act (HIPAA)
- California Education Code requirements
- Child abuse reporting and mandatory reporter obligations

District Requirements:

- ARUSD Board policies and administrative regulations
- Acceptable use policies and technology standards
- Background check and credential verification
- Safety and emergency protocols

- Behavior standards and conduct expectations

Program Standards:

- Evidence-based practice requirements
- Professional licensing and certification standards
- Documentation and recordkeeping standards
- Cultural competency and anti-discrimination requirements
- Quality improvement and continuous evaluation

VIII. COMMUNICATION AND COORDINATION

Regular Communication:

- Monthly program meetings with ARUSD administration
- Quarterly partnership review meetings
- Ongoing communication regarding individual participant progress Annual strategic planning and goal-setting meeting

Points of Contact:

CCSCC Liaison: So'o Poumele, CCSCC Senior Program Manager
ARUSD Liaison: Sandra Garcia, Interim Superintendent
Administrative Coordination: Paloma Contreras, MA, PPSC - School Linked Services Supervisor

IX. DURATION AND RENEWAL

Initial Term: July 1, 2025 – June 30, 2028 (covering the 2025–2026, 2026–2027, and 2027–2028 School Years)

Renewal: Subject to mutual agreement, program performance, and continued funding availability. Renewal discussions will occur 90 days before expiration.

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. 22493

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: Springboard Collaborative

Address: 1500 John F. Kennedy Blvd. Ste, 1160 City: Philadelphia State: PA Zip: 19102

Phone: (908) 902-7833 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 June 15, 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").

Springboard will priovde a comprehensive literacy program during ARUSD Summer 2026 Program that includes Family Workshops,Teacher Coaching and incentives to achieve data driven literacy growth in Students. The contract will support a minimum of 3 schools serving 180 students in K-3rd grade.

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:** $ 81,078.00 (describe rate agreement) _____

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	2600	0	5815	00	1110	1000	020110	360	7392	$81,078.00	2/10/26
											2/10/26

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.

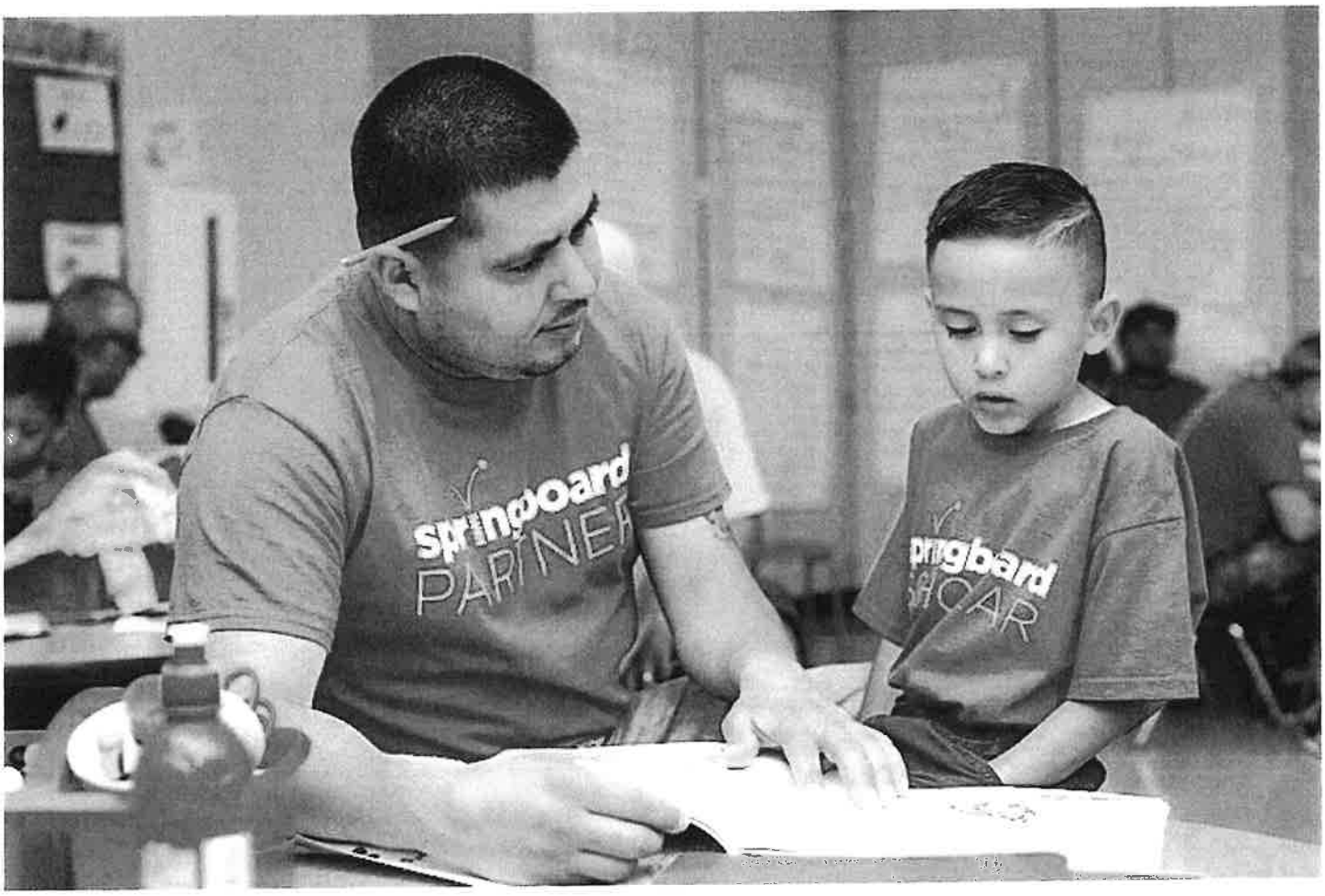
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies 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

springboard COLLABORATIVE

Partnership Proposal & Quote for
Alum Rock Union Elementary School District

Jan 09, 2026



Created by:

Allan La Grenade-Finch
Executive Director
Springboard Collaborative

Prepared for:

Kiela Jimenez
Director, State & Federal
Alum Rock Union Elementary School District

Jan 09, 2026

Dear Kiela Jimenez,

Springboard Collaborative is helping schools and districts like Alum Rock Union Elementary School District to drive reading growth for its most vulnerable student populations. We are eager to support your learning recovery efforts through our best-in-class programming, which include a range of options to best meet your needs.

Schools and districts choose to partner with Springboard Collaborative because they:

- Seek to accelerate **equitable reading outcomes** for Black and brown kids.
- Hope to prevent **teacher burnout** by engaging families as partners in teaching and learning
- Want to **increase instructional time** by **upskilling families** to nurture **home reading** habits.
- Want to **scale** supplemental reading programs but often **lack capacity** to plan and implement them independently.
- Need **soup-to-nuts** solutions, including **fully-scripted materials, PD, and ongoing coaching** to make it **easy for teachers** to engage in OST programs.

Our programs can be implemented during the school day, afterschool, or through summer programs. We can customize the level of support you receive, the materials package that best meets your needs, and even how to structure your instructional model. Some partners leverage Springboard to increase instructional time as a high dosage tutoring solution while others ask us to help them implement rigorous, half-day summer reading programs. All roads lead to the same destination—turbocharged student outcomes through family-educator partnership.

In the pages that follow, you'll see an overview of the program offering that we think will best meet your needs. You'll also see a price quote based on the number of schools and students that we will be supporting.

After your review and approval, we'll send you a service agreement which will act as our contract. Upon signature, Springboard's program team will lead you through the steps required to prepare for program launch. I will be your point of contact throughout the entire process.

I look forward to helping you achieve your objectives!

How does a Springboard Collaborative program work?



Springboard Collaborative **coaches teachers and parents** to help kids read on grade level by 4th grade. We support schools to run **summer, afterschool,** or **in-school programs** that include:

- Daily literacy instruction (3 hrs/day in our summer sessions)
- Weekly workshops to train parents to teach reading at home
- Job-embedded professional development for teachers
- An incentive structure that motivates kids to reach their reading goals



"I didn't retain a lot of knowledge during school as a child. It's been very difficult to teach my children the fundamentals when I don't know them myself. This program gave me the knowledge and confidence I need as a parent to work with my youngest."

Parent, La Escuelita Elementary School, Oakland Unified School District

Our guiding framework



All of our offerings are powered by our core framework which we call Family-Educator Learning Accelerator (or FELA). FELAs are 5-10 week cycles during which teachers and parents share a game plan to help kids reach growth goals. FELAs include six steps:

Step 1: Build a team
Relationship building sets the foundation for the family-educator partnership; each team consists of a teacher, a student, and a family member, and is launched with a team-building huddle.

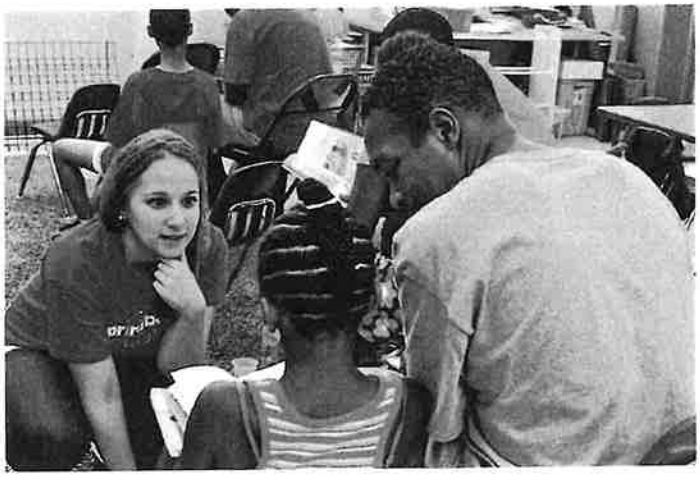
Steps 2 & 3: Find your starting point, and set a goal
Students' reading is assessed and each student receives an individualized goal to work toward during their learning accelerator.

Step 4: Practice time
Springboard provides the curriculum and resources for teachers to instruct students and to train families as at-home reading coaches. Springboard also provides resources for students to practice reading on their own.

Step 5 & 6: Check your growth & celebrate achievements
The FELA concludes with a reading assessment to measure growth and an end-of-cycle learning celebration.

Summer Programming

Schools and districts turn to Springboard's offerings for…



Independent implementation
This is a great solution for schools and districts that choose to implement the Springboard playbook more independently, but supported by our coaches.

Flexible configurations
Partners implement this option as an afterschool accelerator or intervention, or as an in-school small group tutoring solution.

Affordable options
For partners looking for a solid offering but can live without all the bells and whistles that add to overall costs, this offering delivers both value and impact.

Offering elements for family partnership

Digital program site with resources
Children spend more time at home than at school. To extend learning beyond the classroom and engage families in the learning process, the Springboard Collaborative methodology brings families into the learning journey to accelerate reading outcomes. Families gain the opportunity to play an active role in improving their child's literacy skills while spending more time with their child, and schools improve family-school partnerships, which can help them meet strategic goals.

Family Partnership resources include:

- FELA Methodology Training & Support
- Reward Books & Supplemental Digital Books
- Connect Family Online Support

Family Educator Learning Accelerator (FELA) training and support
Springboard Collaborative brings families into the learning process with our Family-Educator Learning Accelerator – or FELA – methodology. Through FELA, parents and educators work together to help students reach their learning goals.

There are six steps in the FELA methodology:

1. Build the support team (teacher, family member, student)
2. Assess student baseline reading levels
3. Set student goals
4. Practice

    - Weekly family-educator workshops to support at-home practice
    - At-home practice with families
    - Independent practice
    - Practice with teachers
5. Assess student growth
6. Celebrate achievements

Springboard Collaborative provides teacher and staff training on the FELA methodology. Training is done virtually through a mix of synchronous sessions with a Springboard Collaborative trainer and asynchronous courses delivered through our LMS. Districts and schools can opt to have in-person training for an additional fee.

We also train teachers on how to conduct the weekly family-educator workshops. During these workshops, the teacher will:

- Teach families the skills they need to help their student with reading at home
- Share a reading tip for the coming week
- Offer support and encouragement

From the planning stages to the program completion, the Springboard Collaborative team provides teacher and staff coaching and other support to help schools implement the program successfully and deliver learning through the FELA methodology.

Literacy curriculum

Digital reading readiness and phonics curriculum - access to a bank of lessons that include facilitator notes, Power Point decks, and short scripts for explicit instruction. Includes printable student and teacher resources.

Literacy assessment tool and data - assessment training, as needed (asynchronous, virtual), DIBELS assessment tool

Curriculum training - virtual synchronous and asynchronous training to support curriculum navigation and use

Staffing and enrollment

Staff and teacher recruiting support - info sessions to recruit staff, digital marketing materials, individualized follow-up

Enrollment materials - media kit including flyers and templated communications

Enrollment support - Springboard trains on enrollment process and tactics. Enrollment data monitoring, coaching, and troubleshooting.

Educator data portal and impact reports

Connect Educator app - student and family attendance log, student goal generation and reporting, customizable student action plans, student goal and award letters

Site-level impact reports - end of session report on participation and growth, post-program debrief and action planning

Staffing & Enrollment

Springboard Collaborative partners with district and school leaders to ensure the successful implementation and delivery of the program. We help with teacher recruitment, offer virtual or in-person teacher and staff training, and support staff through the enrollment process. We also provide marketing and communication materials to encourage enrollment.

Staffing & Enrollment resources include:

- Staff & Teacher Recruitment Support
- Enrollment Support
- Enrollment Materials

Staff & Teacher Recruitment Support

Springboard Collaborative's curriculum is designed to be delivered in-person by teachers. We know that districts and schools may have concerns over staffing the program. To help, we support with staff and teacher recruitment needs.

We hold information sessions for prospective teachers and support staff to explain the program and answer questions. We can also follow-up individually with prospective staff to address specific questions and concerns.

Additionally, we provide digital marketing materials to help districts and schools with recruitment efforts.

Enrollment Support

Before the program begins, students must be enrolled in the Springboard Collaborative's system. To support with the enrollment process, we offer:

- Information sessions for parents and caregivers to get them interested and excited about the program and inspire them to enroll
- Staff training on tactics to improve enrollment and the enrollment process
- Enrollment data monitoring to help manage student enrollment
- Enrollment coaching and troubleshooting to help support staff throughout the enrollment process

Enrollment Materials

To introduce families and the community to the Springboard Collaborative literacy program, we offer enrollment marketing materials including a media kit that has flyers and communication templates.

Districts and schools can use our communication templates to help families understand the value of enrolling in the Springboard Collaborative literacy program and their role in our learning methodology (FELA).

Literacy Curiculum

Springboard Collaborative offers a science-based literacy program delivered by teachers and supported by families that improves literacy skills and closes the achievement gap. Our base literacy curriculum complements a school's existing Tier 1 curriculum and covers phonemic awareness, phonics, and fluency taught with diverse texts using our Family-Educator Learning Accelerator – or FELA – methodology.

Literacy Curriculum elements include:

- Digital curriculum – reading readiness & phonics
- Curriculum training
- Literacy assessment tool & training

Digital Curriculum - Reading Readiness & Phonics

Springboard Collaborative offers a science-based digital curriculum that complements a school's existing Tier 1 curriculum. The base curriculum covers the following pillars of reading success:

- Phonemic awareness – the ability to identify the different sounds that make up speech
- Phonics – the ability to match sounds to letters or letter groups
- Fluency – the ability to read accurately and quickly

Reading comprehension and vocabulary instruction can be added through supplemental materials.

- Reading comprehension – the ability to process written text, understand its meaning, and integrate it with what the reader already knows
- Vocabulary - the words a reader understands, recognizes, and uses in their reading and writing

The curriculum includes diverse digital texts that are inclusive of different cultures and socio-economic experiences and can reach and engage kids that may be struggling with existing literacy curriculum and reading programs.

Springboard Collaborative provides all of the required learning guides and materials so teachers don't have to spend time developing lesson plans. The curriculum includes teacher scripts and slides as well as printable teacher and student resources. Teachers are fully trained on the curriculum, methodology, and program delivery.

Curriculum Training

Springboard Collaborative offers a science-based digital curriculum that complements a school's existing Tier 1 curriculum and covers phonemic awareness, phonics, and fluency.

We provide all of the curriculum learning guides and materials so teachers don't have to spend time developing lesson plans. Teachers are fully trained on the curriculum, methodology, and program delivery. Training is done virtually through a mix of synchronous sessions with a Springboard Collaborative trainer and asynchronous courses that teachers complete on their own through our LMS. Teachers can expect to spend five hours on average in training on the program. Districts and schools can opt to have in-person teacher training for an additional fee.

Literacy Assessment Tool and Data

Before beginning the Springboard Collaborative program, every student must be assessed on their current reading level. They are then placed in small groups with students at their same level throughout the program. They are assessed again when the program concludes to measure learning progress and to inform future instruction.

Springboard Collaborative provides training on the DIBELS 8th edition assessment tool, an open source assessment that measures literacy skills. The training is virtual and can be done at a time convenient for school teams.

Schools are not required to use the DIBELS 8th edition assessment. They can use their own assessment tool or existing data they have on an individual student's reading level.

Educator Data Portal & Impact Reports

The ultimate goal of the Springboard Collaborative program is to improve student literacy skills. We provide teachers with the resources they need to support students and families throughout the program. We also provide schools with site level impact reports at the end of the program to assess program success and action plan for further learning.

Educator Data Portal & Impact Reports include:

- Connect Educator Online Support
- Site-Level Impact Reports

Connect Educator Web-Based App

To support teachers at every step in the program, Springboard Collaborative offers online support through a web-based app that includes:

- Student and family attendance logs
- A tool to establish and measure student goals
- Tracking reports to track student progress against goals
- Customizable student action plans
- Student milestone, goal achievement, and award letters
- Reading tips to share with families

Site-Level Impact Reports

District and school leaders receive site level impact reports at the end of each Springboard Collaborative literacy program session detailing student participation and learning growth. We also meet with leaders to discuss program successes and areas of improvement. This session includes developing an action plan for maintaining student progress and implementing additional programs at a future date.

Family Partnership Resources

Children spend more time at home than at school. To extend learning beyond the classroom and engage families in the learning process, the Springboard Collaborative methodology brings families into the learning journey to accelerate reading outcomes. Families gain the opportunity to play an active role in improving their child's literacy skills while spending more time with their child, and schools improve family-school partnerships, which can help them meet strategic goals.

Family Partnership resources include:

- FELA Methodology Training & Support
- Reward Books & Supplemental Digital Books
- Connect Family Online Support

FELA Training & Support

Springboard Collaborative brings families into the learning process with our Family-Educator Learning Accelerator – or FELA – methodology. Through FELA, parents and educators work together to help students reach their learning goals.

There are six steps in the FELA methodology:

1. Build the support team (teacher, family member, student)
2. Assess student baseline reading levels
3. Set student goals
4. Practice
    1. Weekly family-educator workshops to support at-home practice
    2. At-home practice with families
    3. Independent practice
    4. Practice with teachers
5. Assess student growth
6. Celebrate achievements

Springboard Collaborative provides teacher and staff training on the FELA methodology. Training is done virtually through a mix of synchronous sessions with a Springboard Collaborative trainer and asynchronous courses delivered through our LMS. Districts and schools can opt to have in-person training for an additional fee.

We also train teachers on how to conduct the weekly family-educator workshops. During these workshops, the teacher will:

- Teach families the skills they need to help their student with reading at home
- Share a reading tip for the coming week
- Offer support and encouragement

From the planning stages to the program completion, the Springboard Collaborative team provides teacher and staff coaching and other support to help schools implement the program successfully and deliver learning through the FELA methodology.

Reward Books & Supplemental Digital Books

A key to reading success is to read more books! Springboard Collaborative not only wants to improve student literacy skills, but also help students develop a lifelong love of reading.

To keep students motivated and to build home libraries, Springboard Collaborative offers free books that students can earn as rewards for hitting different program milestones, such as reading for a certain number of minutes each week at home or for displaying positive behaviors. We provide nine reward books per student on a wide range of interesting, fun, and diverse topics. Students get to select their reward books.

In addition to the reward books, students can access thousands of digital books in both English and Spanish through Raz-Plus, a third-party educational platform.

Connect Family Online Support

Families can access reading logs to track reading at home and get reading tips through our web-based app.

Impact Funds

Springboard Collaborative offers digital RAMP cards that can be used for more program impact by funding things like snacks or raffle items for the family workshops, end-of-program celebrations (some restrictions apply), staff/teacher appreciation gifts, and student incentives. Impact funds can also be used to print Springboard Collaborative materials.

Additional Support: Family, Student, Teacher, and Staff Rewards, Incentives, and Give-Aways

The Springboard Collaborative program includes incentive books to help keep students and families motivated. In addition to those books, districts and schools can elect to receive:

- **Reading Tips.** Teachers can send weekly reading tips to help keep students and families engaged, motivated, and reading.
- **Reminder Wristbands.** To help students remember to read, Springboard Collaborative can provide fun reminder wristbands to each student enrolled in the program.
- **Student, Family, Teacher, and Staff T-Shirts.** To build momentum and excitement and foster group collaboration and pride, Springboard Collaborative offers t-shirts for students, families, teachers, and staff. Districts and schools can opt to get t-shirts for everyone or for just specific audiences (such as teachers or students).

Additional Support: Program Staffing, Management, and Training

To help districts and schools implement Springboard Collaborative's literacy program, we offer the following back office and training support:

- **Staff Payroll Onboarding.** We can hire and onboard support staff and teachers as seasonal employees of Springboard Collaborative. Program staff will be on Springboard Collaborative's payroll, saving time and overcoming any barriers with the district's internal Human Resources processes.
- **Staff Management.** Springboard Collaborative can manage Human Resources functions including managing staff hours against budget.
- **Implementation Support.** The Springboard Collaborative team supports districts and schools throughout the implementation process. We are there to answer questions and help overcome barriers to ensure the program is successful.
- **Site Visits.** The Springboard Collaborative team can do site visits for program observation and additional coaching and support.

Additional Program Support: Class Materials

To support teachers in the classroom, Springboard Collaborative offers:

- **Read Aloud Libraries.** For additional reading lessons, we offer classroom sets of teacher read aloud books (15:1 student/teacher ratio).
- **Additional Read Aloud Instruction Sheets.** Springboard Collaborative offers read aloud instruction sheets to support teachers interested in using read aloud books in their classroom.
- **Supplemental Digital Instruction.** Access additional support with our supplemental digital instruction for small group work. Supplemental lessons focus on SEL, vocabulary, reading comprehension, reading fluency, and writing.
- **Reading Tips.** Teachers can access weekly reading tips to send their families to keep students and families engaged, motivated, and reading.
- **Teacher Resource Books**. Springboard Collaborative can provide a printed teacher and staff handbook and workbook to support program delivery.
- **Student Resource Books**. Springboard Collaborative can provide printed workbooks and manipulatives for students to use in the classroom.

Quote 00002123

springboard COLLABORATIVE

Quote Prepared For:
Alum Rock Union Elementary School District
Dr. Kiela Jimenez
Director of State & Federal Programs
(408)928-6800
kiela.jimenez@arusd.org

Quote Number: 00002123
Quote Created: 12 / 18 / 2025
Quote Expiration: 2/27/2026

Season: Summer 2026

	Unit Price	Qty	Unit of Measure	Extended Price
Base Program				
Base Program - Site Fees	$1,000.00	3	Site(s)	$3,000.00
Base Program - Student Fees	$550.00	180	Student Seat(s)	$99,000.00
Program Management	$5,000.00	1	Program Cycle(s)	$5,000.00
Class Materials				
Read Aloud Libraries (RALs)	$320.00	12	Class(es)	$3,840.00
Staff Shirts	$10.00	7	Staff Member(s)	$70.00
Supplemental Digital Instruction	$0.00	1	Program Cycle(s)	$0.00
Teacher Shirts	$10.00	12	Class(es)	$120.00
Family Materials				
Family Shirts	$10.00	180	Student Seat(s)	$1,800.00
Reminder Wristbands	$10.00	12	Class(es)	$120.00
Student Shirts	$10.00	180	Student Seat(s)	$1,800.00
Workshop materials (printed)	$50.00	12	Class(es)	$600.00
Other Additional Supports				
Incentive Impact Funds	$1,080.00	1	Program Cycle(s)	$1,080.00
Program Staffing and Management				

Program Staffing and Management* Wages for 1 Program Manager; 3 Program Leaders; 3 Site Supports	$70,077.00	1	Program Cycle(s)	$70,077.00

Subtotal	$186,507.00
Discounts	-$105,429.00
Grand Total	**$81,078.00**

*Program Staffing and Management fees are pass-through. The total amount is based on compensation costs for each staff position plus administrative fees and required taxes. Program Staffing and Management fees are based on the rates your district pays your teachers and are estimated in this document.

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 19, 2026

Subject: **Approve Bond Contracts/Extensions**

Support Information: The District has received a summarized list of bond contracts/extensions dates February 26, 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 MM PT Title: Bonds Director

Approved by: Eric Wasinger EW PT Title: Senior Executive of Bonds, M.O.T.

To the Board of Trustees: Meeting: February 26, 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: _____

Alum Rock Union Elementary School District
February 26, 2026 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
Selway Construction	02/27/26	$ 19,750.00	For installation of a concrete pad at the base of the shade structure at the Lyndale Elementary School Special Education (SPED) playground area.

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 18, 2026

Subject: **Approve Proposal for Selway Construction – Concrete Pad Installation for the Shade Structure at Lyndale Elementary SPED Playground Area.**

Support Information: Approve the proposal submitted by Selway Construction in the amount of $19,750 for the installation of a concrete pad at the base of the shade structure at the Lyndale Elementary School Special Education (SPED) playground area.

A shade structure has been installed adjacent to the newly designated Special Education (SPED) playground area at Lyndale Elementary School. To ensure a durable, stable, and low-maintenance foundation for the structure, installation of a concrete pad is recommended.

The District solicited proposals for the project and received three (3) responses:

Firm Name:	Proposal Amount:
Selway Construction	$19,750
Buildcorp	$29,550
Souto Brothers	$29,995

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 Selway Construction in the amount of $19,750 for the installation of a concrete pad at Lyndale Elementary School.

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

To the Board of Trustees: Meeting: February 26, 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: _____

SELWAY CONSTRUCTION
728 Charcot Avenue, San Jose, CA 95131
(408) 649-3253

Estimate

Selway Construction is pleased to present this proposal based on the following information.

Project Information

Customer Name:	ARUSD	**Quote Issue Date:**	02/13/2026
Project Name:	Lyndale ES Shade Structure Concrete Pad	**Quote Expiry Date:**	30 Days from Issue Date
Project Location:	13901 Nordyke Dr, San Jose, CA 95127	**Bid Number:**	1469

Project Summary

Contractor shall furnish all labor, materials, and equipment necessary to construct approximately 625 square feet of new 4" thick concrete sidewalk surrounding the existing 20' x 20' shade structure. Work includes layout and field verification, excavation and subgrade preparation, installation of 4" Class II aggregate base, placement of formwork, installation of 6x6 welded wire mesh reinforcement (no rebar), and placement of concrete per typical sidewalk detail. Scope also includes edging, tooling, form removal, and general cleanup upon completion.

Proposed Scope of Work

Layout & Preparation
Field verify dimensions and layout of new 4" concrete sidewalk surrounding existing 20' x 20' shade structure
Coordinate 25' x 25' layout to maintain typical sidewalk detail and required clearances
Provide and set up temporary fencing

Excavation & Subgrade
Excavate soil to accommodate 4" aggregate base and 4" concrete slab section
Fine grade and compact subgrade as required

Aggregate Base
Furnish and install 4" Class II aggregate base

Formwork & Reinforcement
Install formwork to establish slab perimeter and elevations
Furnish and install 6x6 welded wire mesh reinforcement (no rebar)

Concrete Placement
Furnish and place 4" concrete slab per typical sidewalk detail
Edge and tool slab as required

Completion
Strip forms after cure period
General cleanup of work area related to scope of work

Total Estimate:	**$19,750.00**

Note: *Customer responsible for plans, permits, and associated fees.*

General Exclusions: General Exclusions: Project Permits and Fees / Bonds / Plans / Inspection Fees / Asbestos and Lead Abatement / Furniture Removal or Relocation / Temporary Sanitary Services / Site Furnishing / Hazardous Material Abatement / Union Contractor / Union Wages / Demolition or Removal of Existing Concrete / Sawcutting of Existing Concrete Beyond Tie-In Points / Haul-Off or Disposal of Excavated Material / Import of Structural Fill Beyond 4" Aggregate Base Identified / Soil Compaction Testing / Geotechnical Engineering / Underground Utility Identification, Relocation, or Repair / Irrigation Line Repair or Modifications / Shade Structure Footing Modifications or Structural Work / Doweling Into Existing Foundations or Slabs / Rebar Installation (Beyond Wire Mesh Noted) / Concrete Pumping / Traffic Control / Off-Hours or Overtime Work / Protection of Adjacent Improvements Beyond Work Area / Long-Term Maintenance or Warranty Beyond Standard /

Terms

Scope of Work: *Selway Construction, Inc. agrees to perform the services outlined in the Proposed Scope of Work. Any alteration of deviation from the above specifications involving extra costs will be executed only upon written orders from the project owner and will result in an additional charge the original Total Estimate.*

Price: *The sum of the Total Estimate includes all applicable sales tax; however, the Total Estimate does it include any costs associated with items in the General Exclusions section or fees involved with a waiver of subrogation.*

Remobilization Fee: *A remobilization fee of $500 will be charged to the customer if Selway Construction, Inc. employees are required to return to the project site due to an error by the project owner or delayed materials supplied by the project owner.*

Payment Terms: *Payment is due 30 days after reciept of notice. If legal processes are required by Selway Construction, Inc. to recover full payment from the customer, the customer may also pay all reasonable attorney fees and court costs.*

PLEASE COMPLETE SECTION BELOW

Customer Billing Contact

Name: **Phone:**
Email: **P.O. Number**

Submitted By: Peter Hawkins
Title: Project Manager
Date: 2/13/2026

Accepted By: Eric Washington
Signature: ERIC WASHINGTON
Date: 2/18/2026

Thank you for giving us the opportunity to work with you! Please feel free to contact us with any comments or questions.
We look forward to being of service to you during the project.

BUILDCORP

BUILDCORP INC
236 West Portal Ave 787
San Francisco, CA 94127
Tel: 415 349 1676
Lic # 1066717

February 17, 2026

Dale Grogan
Alum Rock Union Elementary School District

Re: Lyndale ES, 13901 Nordyke Dr, San Jose, CA 95127
Cost Proposal for Concrete paving

Please see our cost proposal for the installation of new concrete paving at Lyndale Elementary School located at 13901 Nordyke Dr, San Jose, CA 95127.

Scope of Work:

- Install approximately 25' x 25' (625 SF) concrete paving area
- Perform grading and subgrade preparation
- Furnish and install 3-1/2" aggregate base rock
- Install wire mesh reinforcement
- Place and finish 3" thick concrete slab

Lump Sum Total: $29,550.00

This proposal includes labor, materials, equipment, and supervision necessary to complete the work described above.

Thank you for the opportunity.

Sincerely,

Best Regards
BUILDCORP INC

Jay Zhong
jayz@buildcorp-gc.com

Proposal

SOUTO BROTHERS
LANDSCAPE & CONCRETE CONSTRUCTION, INC.
15934 HESPERIAN BLVD. #126
SAN LORENZO, CA 94580
OFFICE/FAX: 510.581.4172

TODAY'S DATE	CONTRACT #
2/17/2026	2712

BILLING NAME / ADDRESS
Alum Rock Union School District 2888 Ocala Ave. San Jose, CA 95148 Attn: Dale Grogan

PROJECT LOCATION / ADDRESS
Lyndale Elementary School 13901 Nordyke Dr. San Jose, CA 95127

PROJECT NAME / TITLE
Concrete Project

PROJECT / DIR #

REP	TERMS
DS	See Terms Below

START	FINISH

DESCRIPTION	AMOUNT
ARUSD/Lyndale Elementary School - Concrete Project *DEMO*: This work involves grading and excavating a 25' x 25' dirt area in preparation for a new concrete pad. We will excavate to a depth of 8" to allow for new concrete and baserock. Dirt spoils will be spread on-site. We will also be grading an additional 12' x 30' area to flatten the existing hump. We will be removing a 2' x 25' section of asphalt adjacent to our new concrete pad. Asphalt debris will be off-hauled. *PREP*: We will thoroughly compact existing subgrade. We will install up to 4" of class II AB and compact thoroughly. Concrete slab will be reinforced using #3 rebar every 18" O.C.E.W. Area will be framed up using various lumber. *INSTALL*: We will be installing 625 SF of new concrete. Concrete will be a 6 sack 3,000 PSI mix and 4" in thickness. We will install concrete using a pump if needed. We will remove forms and patch back 50 SF of asphalt. Asphalt will be 1/2" mix and 2" in thickness, placed in (1x) lift. Asphalt will be compacted and seams will be oiled/sanded. Area of work will be clean upon completion. *EXCLUSIONS*: • Bonding is **not** included • Participation in PLA Agreement is **not** included (PLA will not apply to this contract) • Any irrigation work is **not** included *CSLB NUMBER*: 752616 *DIR REGISTRATION NUMBER*: 1000024982	**29,995.00**

THIS IS A PREVAILING WAGE JOB

TOTAL **$29,995.00**

X _____
Authorized Signature

By signing, authorized signee has completely read and fully understands the terms of this contract.

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 23, 2026

Subject: **Reauthorize Resolution No. 57-25/26 Reducing/Laying Off Classified Employee Services.**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees:

13.9
Agenda Placement

Meeting: February 26, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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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 19, 2026

Subject: **Approve Resolution No. 57-25/26 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. 57-25/26.

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

To the Board of Trustees: Meeting: February 19, 2026
Special Board Meeting

Recommend Approval

_____ _____
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 José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

RESOLUTION NO. 57-25/26

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
COMMUNITY LIAISON 9.5MO (2.25 FTE equals three (3) positions at .75 FTE each)	2.25
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.

Sandra Garcia, Interim Superintendent

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

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 2026-2027 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 19, 2026. By the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

Alum Rock Union Elementary School District
Dated: February 19, 2026

CERTIFIED AS A TRUE AND CORRECT COPY:

Minh Pham, Clerk of the Board

13.10

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: February 23, 2026

Subject: **Reauthorize the Proposal #25146 for Architectural and Engineering Services Related to the Installation of Kindergarten Permanent Portable Classrooms at the Former Renaissance at Fischer Campus.**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 26, 2026
Regular Board Meeting

13.10
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

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Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: February 16, 2026

Subject: **Approve Proposal #25146 for Architectural and Engineering Services Related to the Installation of Kindergarten Permanent Portable Classrooms at the Former Renaissance at Fischer Campus.**

Support Information: Staff requested a proposal from Finney Architects for architectural and engineering services related to the design and installation of eleven (11) new 36 x 40 portable classrooms at the former Renaissance at Fischer campus. The proposed scope of work may include:

- Installation of concrete foundations where the portable classrooms will be flush with the grade.
- Plumbing, sewer, electrical, low voltage, power, and fire alarm systems inside each of the portable classrooms.
- Bathrooms within each classroom.

This project will support the campus expansion by providing additional classroom space to accommodate the needs of Pre-K and Kindergarten students.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: Staff recommends the Board of Trustees approve proposal #25146 and enter into a contract with Finney Architects in the amount of $300,000 for architectural and engineering services related to the installation of eleven permanent portable classrooms at the former Renaissance at Fischer campus.

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

To the Board of Trustees: Meeting: February 19, 2026

Recommended Approval Special Board Meeting

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

FINNEY
ARCHITECTS

Campbell Office
2155 So. Bascom Ave., Suite 250
Campbell, CA 95008-3279

Central Coast Office
380 Pacific Street
San Luis Obispo, CA 93401

Sacramento Office
641 Fulton Avenue, Suite 212
Sacramento, CA 95825

E-mail: mark@finneyarchitects.com
Website: www.finneyarchitects.com
408.398.1450

February 6, 2026

Mr. Eric Wasinger
Senior Executive of Bonds, Maintenance, Operations and Transportation
2930 Gay Avenue
San Jose, CA 95127

Subject: **Architectural and Engineering Fee Proposal for**
Fischer MS Kindergarten Portable Permanent Classrooms
Finney Architects Project Number #25146
Alum Rock Union Elementary School District

Dear Mr. Wasinger:

We are pleased to provide a written proposal for Architectural and Engineering services for your consideration. The following best describes services that we will provide once you have accepted this proposal:

SCOPE OF WORK

Design and engineering for adding 11 new 36 x 40 portable classrooms to the existing campus. These portables are difficult to find as we are unsure whether these portable buildings will be new, used, or relocated or a combination of some or all of these options. This scope of work includes concrete foundations where the portable will be flush to the grade. Scope includes bathrooms inside each of the portables. Scope include plumbing, sewer, electrical, low voltage, power and fire alarm. It is assumed that the site has the capacity to add 11 new portable classrooms.

This proposal does not include the fees for a topographic survey, soils report, boundary surveys, underground utility survey, street or public improvements, staking, compaction, and material testing, SWPPP and underground locating service and other items normally provided by the owner. This proposal does not include any specialty engineering other than what is listed above.

Principal
Mark C. Finney

Associate
Donald Barry

Project Directors
Mike Bowers
Linda Mao

Project Architects
Jackie Barbé
John Tischler
Brendan Kelly

Project Manager
Norma Jackson

Senior Designer
Jocelyn Martinez

Project Close-out Specialist
Michael Kaluzhinsky

BASIC COMPENSATION

We propose a fixed fee of $300,000.

Should the District require printing costs for miscellaneous printing, we anticipate a reimbursable fee of 10% over the actual cost for printing as reimbursement not to exceed $200. The total PO should be $300,200.

Finney Architects, Inc. does not charge for travel.

The following is the Payment Schedule:

FINNEY
ARCHITECTS

Campbell Office
2155 So. Bascom Ave., Suite 250
Campbell, CA 95008-3279

Central Coast Office
380 Pacific Street
San Luis Obispo, CA 93401

Sacramento Office
641 Fulton Avenue, Suite 212
Sacramento, CA 95825

E-mail: mark@finneyarchitects.com
Website: www.finneyarchitects.com
408.398.1450

Schematic and Design Development (SD/DD)	25% of the fee
Construction Documents (CD)	45% of the fee
Bid and Award (BA)	5% of the fee
Construction Administration (CA)	25% of the fee

Finney Architects' Hourly Rate is as follows:

Principal	$ 220.00 / hr.
Project Architect/Project Manager	$ 210.00 / hr.
Job Captain Manager	$ 180.00 / hr.
Draftsperson	$ 155.00 / hr.
DSA Close-out	$ 110.00 / hr.
Clerical	$ 90.00 / hr.

ADDITIONAL SERVICES

Services beyond Basic Service described above will be invoiced based upon an hourly rate as accepted and approved by the District staff prior to work requested by the District staff. Hourly rates would only be used with the District's written approval.

TIMELINE

We will begin this project as soon as you give us directions to begin. The goal is to complete all work and installation to be completed during the summer of 2026.

Please do not hesitate to contact us for any issues that are not clearly identified.

Again, thank you for allowing us to provide a proposal for this project. We look forward to working with you again.

Sincerely yours,
Finney Architects, Inc.

Mark C. Finney, President
Architect
C-24673

Principal
Mark C. Finney

Associate
Donald Barry

Project Directors
Mike Bowers
Linda Mao

Project Architects
Jackie Barbé
John Tischler
Brendan Kelly

Project Manager
Norma Jackson

Senior Designer
Jocelyn Martinez

Project Close-out Specialist
Michael Kaluzhinsky

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 23, 2026

Subject: **Reauthorize Proposal #26026 for Architectural and Engineering Services Related to the Parking Lot Expansion at the Former Renaissance at Fischer Campus.**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 26, 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: _____

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: February 17, 2026

Subject: **Approve Proposal #26026 for Architectural and Engineering Services Related to the Parking Lot Expansion at the Former Renaissance at Fischer Campus.**

Support Information: Finney Architects has submitted Proposal #26026 for architectural design and engineering services to expand the front parking area at the former Renaissance at Fischer campus. The project includes the development of a new drop-off area in front of the administration building, which will connect to the current parking lot.

The proposed scope of work includes:

- Expansion of the existing parking lot with a new layout and striping.
- Upgrades to meet current ADA requirements as mandated and approved by the Division of the State Architect (DSA).
- Compliance with Title 5 requirements.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: Staff recommends the Board of Trustees approve proposal #26026 and enter into a contract with Finney Architects in the amount of $250,000 for architectural and engineering services related to the parking lot expansion at the former Renaissance at Fischer campus.

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

To the Board of Trustees: Meeting: February 19, 2026

Recommended Approval Special Board Meeting

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

FINNEY
ARCHITECTS

Campbell Office
2155 So. Bascom Ave., Suite 250
Campbell, CA 95008-3279

Central Coast Office
380 Pacific Street
San Luis Obispo, CA 93401

Sacramento Office
641 Fulton Avenue, Suite 212
Sacramento, CA 95825

E-mail: mark@finneyarchitects.com
Website: www.finneyarchitects.com
408.398.1450

February 6, 2026

Mr. Eric Wasinger
Senior Executive of Bonds, Maintenance, Operations and Transportation
2930 Gay Avenue
San Jose, CA 95127

Subject: **Architectural and Engineering Fee Proposal for**
Fischer MS Parking Lot Expansion
Finney Architects Project Number #26026
Alum Rock Union Elementary School District

Dear Mr. Wasinger:

We are pleased to provide a written proposal for Architectural and Engineering services for your consideration. The following best describes services that we will provide once you have accepted this proposal:

SCOPE OF WORK

Design and engineering for expanding the front parking area to include a new drop-off area that fronts the existing administration area and then connects to the existing parking lot. This scope of work includes expanding the existing parking lot with new layout and striping. Our scope of work includes upgrading ADA requirements as mandated and approved by the Division of the State Architect. The new parking expansion will need to comply with Title 5.

This project is not exempt from DSA thus review is needed. We will provide civil engineering and landscape architecture.

This proposal does not include the fees for a topographic survey, soils report, boundary surveys, underground utility survey, street or public improvements, staking, compaction, and material testing, SWPPP and underground locating service and other items normally provided by the owner. This proposal does not include any specialty engineering other than what is listed above.

BASIC COMPENSATION

We propose a fixed fee of $250,000.

Should the District require printing costs for miscellaneous printing, we anticipate a reimbursable fee of 10% over the actual cost for printing as reimbursement not to exceed $200. The total PO should be $250,200.

Finney Architects, Inc. does not charge for travel.

Principal
Mark C. Finney

Associate
Donald Barry

Project Directors
Mike Bowers
Linda Mao

Project Architects
Jackie Barbé
John Tischler
Brendan Kelly

Project Manager
Norma Jackson

Senior Designer
Jocelyn Martinez

Project Close-out Specialist
Michael Kaluzhinsky

FINNEY
ARCHITECTS

Campbell Office
2155 So. Bascom Ave., Suite 250
Campbell, CA 95008-3279

Central Coast Office
380 Pacific Street
San Luis Obispo, CA 93401

Sacramento Office
641 Fulton Avenue, Suite 212
Sacramento, CA 95825

E-mail: mark@finneyarchitects.com
Website: www.finneyarchitects.com
408.398.1450

The following is the Payment Schedule:

Schematic and Design Development (SD/DD)	25% of the fee
Construction Documents (CD)	45% of the fee
Bid and Award (BA)	5% of the fee
Construction Administration (CA)	25% of the fee

Finney Architects' Hourly Rate is as follows:

Principal	$ 220.00 / hr.
Project Architect/Project Manager	$ 210.00 / hr.
Job Captain Manager	$ 180.00 / hr.
Draftsperson	$ 155.00 / hr.
DSA Close-out	$ 110.00 / hr.
Clerical	$ 90.00 / hr.

ADDITIONAL SERVICES

Services beyond Basic Service described above will be invoiced based upon an hourly rate as accepted and approved by the District staff prior to work requested by the District staff. Hourly rates would only be used with the District's written approval.

TIMELINE

We will begin this project as soon as you give us directions to begin. The goal is to complete all work and installation to be completed during the summer of 2026.

Please do not hesitate to contact us for any issues that are not clearly identified.

Again, thank you for allowing us to provide a proposal for this project. We look forward to working with you again.

Sincerely yours,
Finney Architects, Inc.

Mark C. Finney, President
Architect
C-24673

Principal
Mark C. Finney

Associate
Donald Barry

Project Directors
Mike Bowers
Linda Mao

Project Architects
Jackie Barbé
John Tischler
Brendan Kelly

Project Manager
Norma Jackson

Senior Designer
Jocelyn Martinez

Project Close-out Specialist
Michael Kaluzhinsky

13.12

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 23, 2026

Subject: **Reauthorize Piggyback 21024 through Santa Rita Union School District for the Purchase and Installation of Modular Classrooms at the Former Renaissance at Fischer Campus.**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 26, 2026
Regular Board Meeting

13.12
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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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 18, 2026

Subject: **Approve Piggyback 21024 through Santa Rita Union School District for the Purchase and Installation of Modular Classrooms at the Former Renaissance at Fischer Campus.**

Support Information: Per California Public Contract Code, 20118, the governing board of any school district may, without advertising for bids, utilize a piggyback contract for the purchase of materials and supplies when it is determined to be in the best interest of the District. This process allows for the efficient acquisition of items such as portable classrooms.

Staff proposes to utilize Piggyback 21024 through Santa Rita Union School District to contract with Mobil Modular Management Corporation for the purchase and installation of eleven (11) modular classrooms at the former Renaissance at Fischer campus.

Mobil Modular specializes in providing modular structures for commercial, educational, government, and industrial use and can support the expansion needs of the campus by delivering and installing the required classroom facilities.

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 use of Piggyback 21024 through Santa Rita Union School District and authorize entering into contract with Mobile Modular Management Corporation in the amount of $4,146,806 for the purchase and installation of eleven (11) modular classrooms at the former Renaissance at Fischer campus.

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

To the Board of Trustees: Meeting: February 19, 2026

Special Board Meeting

Recommend Approval

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: Not Approved: Tabled:

Santa Rita Union School District

57 Russell Road, Salinas CA 93906 (831) 443-7200 www.santaritaschools.org

January 31, 2023

Miss Dana Hanson
Mobile Modular Management Corporation
5700 Las Positas Rd.
Livermore, CA 94551

Subject: Notice of Award

Project Title: Santa Rita Union School District Bid No. 21024 – Piggyback for Modular Classrooms

Dear Miss Hanson,

Thank you for submitting your bid for the Piggyback of Modular Classrooms Contract. Santa Rita Union School District ("District") has completed its review of the bids submitted in response to the Districts' bid package for the Piggyback Contract bid. Accordingly, we are pleased to inform you the Santa Rita Union School District Board of Education has awarded Mobile Modular Management Corporation the contract as the lowest responsible bidder at the board meeting held January 25, 2023.

Thank you for participation in this process.

We look forward to working with you.

Melissa Alderman
Superintendent Chief Business Officer
Santa Rita Union School District

Serving the students of Santa Rita –

Superintendent: Melissa Alderman malderman@santaritaschools.org	Chief Business Officer Rosa Zamudio rzamudio@santaritaschools.org	Director of Student Services & Special Education: Melanie Grunde mgrunde@santaritaschools.org	Director of Nutritional Services Chuck Helm chelm@santaritaschools.org	Board of Trustees: Mr. Diego Jacob Sandoval Mrs. Elva Arellano Mr. Sunil "Neil" Patel Ms. Sarah Turner Ms. Cindy Lopez
Assistant Superintendent Of Human Resources: Becky Moore bmoore@santaritaschools.org	Director of Curriculum & Instruction: Donna Koenig dkoenig@santaritaschools.org	Director of Parent & Family Engagement: Dr. Summer Prather-Smith sprather@santaritaschools.org	Director of MOTF Victor Sandoval vsandoval@santaritaschools.org	

Gavilan View Middle 443-7212, John Gutierrez Middle 443-3300, La Joya Elementary 443-7216, McKinnon Elementary 443-7224, New Republic Elementary 443-7248, Santa Rita Elementary 443-7221, Little Bear Creek Preschool 453-0929

a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-587745
Date of Quote	
Quote Expiration Date:	
Estimate Del Date	07/15/2026
Buyer PO#:	**TBD**

Buyer Name and Billing Address	Site Information	Seller Name
Alum Rock ESD ("Buyer") 2930 Gay Ave San Jose, CA 95127 Eric Wasinger Phone #: 1 (408) 928-6800	Eric Wasinger 1720 Hopkins Drive, Fischer MS San Jose, CA 95122 Cell: 1 (408) 928-6800	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") **Questions?** Contact: Matt Araujo matt.araujo@mobilemodular.com Direct Phone: (925) 245-4221

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 36x40 DSA II (NonStd) ()	11		$3,248,586.00	Y
Restroom, 12x40 DSA II (Item2005) (Boy/Girl/Staff/Staff.Configuration and Fixture Count Varies.May or May Not Include Access Area.Fiberglass Reinforced Plastic (FRP) interior.No windows.)	1		$185,241.00	Y

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 36x40 DSA II (NonStd) ()				
Delivery	33	$2,282.00	$75,306.00	N
Delivery Pilot	33	$430.00	$14,190.00	N
Delivery Permit	33	$350.00	$11,550.00	N
Block and Level Building	11	$15,345.00	$168,795.00	N
Additional Labor, Delivery Transport (Haul from factory to Mobile Modular yard.)	11	$5,940.00	$65,340.00	N
Additional Labor, Stage/Shuttle (Blvl) (Staging Area to Pick Point)	33	$1,180.00	$38,940.00	N
Fee, State Inspection (DSA Inspection Fee & In Plant Inspections)	11	$16,418.00	$180,598.00	Y
Restroom, 12x40 DSA II (Item2005) (Boy/Girl/Staff/Staff.Configuration and Fixture Count Varies.May or May Not Include Access Area.Fiberglass Reinforced Plastic (FRP) interior.No windows.)				
Delivery	1	$2,282.00	$2,282.00	N
Delivery Pilot	1	$430.00	$430.00	N
Delivery Permit	1	$350.00	$350.00	N
Block and Level Building	1	$6,959.00	$6,959.00	N
Additional Labor, Delivery Transport (Haul from factory to Mobile Modular yard.)	1	$1,980.00	$1,980.00	N
Fee, State Inspection (DSA Inspection Fee & In Plant Inspections)	1	$9,194.00	$9,194.00	Y
Additional Labor, Stage/Shuttle (Blvl) (Staging Area to Pick Point)	1	$1,180.00	$1,180.00	N

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Sale Quotation and Agreement

Quote #	Q-587745
Date of Quote	
Quote Expiration Date:	
Estimate Del Date	07/15/2026
Buyer PO#:	**TBD**

Total Estimated Charges

Subtotal	$4,010,921.00
Taxes	$135,885.71
Total Charges (including tax)	**$4,146,806.71**

Special Notes

Pricing does not include crane costs. Crane services will be issued as a change order once pricing is received from a union crane provider.

Pricing does not include the concrete foundation

Pricing does not include connecting the concrete foundation to the buildings

Union wages quoted

Dumpster to be supplied by others.

Quote does not include any interior or exterior utilities including plumbing or water

Pricing is based on buildings being minimum 2 feet apart

CLASSROOM BUILDING INCLUSIONS:
65 lb floor load, 20lb roof load, 20ga single slope galvanized metal roof, (2) 3070 hollow metal doors w/AMS standard panic hardware and accessories, Duratemp T1-11 exterior panel siding, non-enclosed overhangs (5'front and 2' rear), electric wall mounted exterior HVAC unit w/standard thermostat, 8'6" t-bar ceiling w/2x4 layin fiberglass ceiling tiles, vinyl tackboard wall covering, (2) 4x8 white markerboards, 6 LF of plastic laminate base cabinets with plastic laminate countertop w/4" backsplash with (1) stainless steel classroom sink w/single faucet and w/bubbler (cold water only), 6 LF of plastic laminate upper cabinets (cabinets extend where restroom is crossed off on the floor plan) and 12 LF of plastic laminate tall cabinets, LED 2x4 lights with wattstopper controls, fire extinguisher, (1) single-phase 200 amp panel, (2) single occupancy restrooms per floor plan (2 buildings will have both restrooms at kinder height with floor mounted water closets and 9 buildings will have 1 ea restroom at adult height with wall mounted water closets and 1 ea restroom at kinder height with floor mounted water closets), 3070 solid core wood interior doors w/timely frame at restrooms w/AMS standard door hardware and accessories, full height FRP walls, sheet vinyl flooring w/6" self-coved, grid ceiling w/fiberglass 2x4 ceiling tiles, wall mounted lavatory, mirror, grab bar and ADA TP dispenser, (2) 8040 International Window series 6220 sliding dual glazed bronze anodized aluminum framed windows, provisions for concrete foundation design only (per AMS PC based on 12" footings and 18" crawlspace), Max Ss value: 2.44, 2022 CBC/Energy Code, WUI compliant.

CLASSROOM EXCLUSIONS:
Floor covering (except sheet vinyl at restrooms), floor covering underlayment, rubber wall base, delivery, set-up, fire alarm, sales tax, fire sprinklers and support for future fire sprinklers, low voltage system, signage, clock/speaker boxes, locks on cabinets, any blocking, TV/TV wallmounts, window coverings, master keying, electronic door hardware / door prep / access control, EMS system, integration/gateway/controls for EMS system, floor receptacles, hot water, provisions for concrete foundation attachment (presumed method of attachment will be welded), cribs, embeds, vents/grates, ramps, landings, ramp transitions/ramp transitions at top of ramps, wood foundation system, wood foundation material, mat slab, piles, custom foundation design, soils remediation.

The proposed DSA classrooms and restroom are ineligible to be placed in climate zones 1 & 16

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Date of Quote	
Quote Expiration Date:	
Estimate Del Date	07/15/2026
Buyer PO#:	**TBD**

RESTROOM INCLUSIONS:
65 lb floor load, 20lb roof load, 8'6" t-bar ceiling w/fiberglass faced ceiling tiles, Duratemp T1-11 exterior panel siding, wall mounted fixtures, LED lights with wattstopper controls, dual slope roof, 20ga galv metal roof, 2ft nonenclosed
overhangs, single-phase 125 amp panel, sheet vinyl flooring, FRP wall finish, metal toilet partitions, (1) floor drain per student restroom / (2) total per restroom building, mirror and ADA grab bars only, mop sink, 6 gallon water heater (for janitor room and staff RR), floor mounted water closets w/flush valve at boys/girls restrooms, and wall mounted adult height at staff restroom, provisions for concrete foundation design only (per AMS PC based on 12" footings and 18" crawlspace), Max Ss value: 1.955 (max with soils report), 2022 CBC/Energy Code, WUI compliant.

RESTROOM EXCLUSIONS:
Restroom accessories (other than noted), delivery, set-up, fire alarm
system, fire sprinklers and support for future fire sprinklers, low voltage system, signage, clock/speaker boxes, ramps/landings, ramp transitions, wood foundation system, wood foundation material, mat slab, piles, custom foundation design, soils remediation, master keying, EMS system, provisions for concrete foundation attachment (presumed method of attachment will be welded), cribs, embeds, vents/grates, hot water (other than noted in inclusions), any type of blocking for awning over doors.

Cabinetry (California): Cabinetry provided may contain particleboard which is known to emit certain levels of formaldehyde. Low and formaldehyde free options are available for an additional cost.

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agrement and/or credit approval.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

No - Prevailing Wage: Pricing does NOT include prevailing wage, certified payroll, Davis-Bacon wages, or any other labor adjustments.

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

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Quote #	Q-587745
Date of Quote	
Quote Expiration Date:	
Estimate Del Date	07/15/2026
Buyer PO#:	**TBD**

Crane Usage: Customer must be aware that there are inherent risks associated with crane usage. While every reasonable effort will be made to prevent the occurrence of injuries or damage to property, Mobile Modular shall not be held liable should such injuries or property damage occur. Customer is solely responsible for each of the following actions which may be required to facilitate craning of the equipment: 1) notifying neighboring residents or businesses and ensuring their cooperation and compliance with all requirements to block off certain designated parking areas or street access as may be required to accommodate the delivery/removal, staging and craning of the equipment; 2) obtaining any applicable permits; and 3) signage and traffic control required to block off and/or protect parking areas, street access, sidewalks, curbs, drive surfaces, utilities, trees, planters, etc., which may be impacted by the delivery/removal and craning process. Mobile Modular shall not be responsible for the crane equipment, crane operators or any crane-related items such as road guards, spotters, rigging, or the like. Customer shall be responsible for any additional charges which may result from unforeseen conditions, such as impeded access to designated street or sidewalk areas, wind conditions or inclement weather of any kind which may cause delays or necessary rescheduling of the delivery or removal. All crane fees are based on a minimum 8-hour charge. Pricing does not include costs associated with craning the equipment out upon return. Assuming that craning shall be necessary at the time of return, Mobile Modular shall provide Customer with a quotation for craning at the time the return of the equipment is requested.

Customer Dumpster Responsibility: Customer is responsible for supplying a dumpster for debris removal for the installation and/or dismantle of the modular building(s).

Fire Related Items: Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.

Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Restroom buildings: Restrooms are not self-contained. Where applicable, manifolds are shipped loose; assembly and connection are the responsibility of the Customer. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Pilot Cars & Haul Permits:Pricing does not include transportation pilot cars & haul permits. Occasionally additional charges occur due to city re-routing or city/county requirements. If such requirements are applicable, Customer will be notified prior to delivery.

Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

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Quote #	Q-587745
Date of Quote	
Quote Expiration Date:	
Estimate Del Date	07/15/2026
Buyer PO#:	**TBD**

Clarifications

- The Total Price quoted in this Agreement shall be valid through the Quote Expiration Date set forth herein or for 30 days from the Date of Quote, whichever is earlier. Notwithstanding the foregoing, in the event this Agreement is signed by Buyer after the applicable expiration date, Seller shall have the option to either accept as set forth below or reject the Agreement in writing. Seller may accept the Agreement by: (1) signing the Agreement below; (2) notifying Buyer in writing of Seller's acceptance; or (3) beginning performance of the Services set forth herein.
- This transaction is subject to prior approval of Buyer's credit to the sole satisfaction of Seller.
- Buyer is responsible for proper preparation of the Site prior to delivery of the Equipment in accordance with the terms and conditions of this Agreement.
- In-fleet used Equipment is subject to availability at the time of Buyer's signing of this Agreement.
- Unless otherwise noted, all Equipment is previously leased and in used condition. Any floor plans attached or provided are conceptual only. Materials, dimensions, and specifications might vary. Detailed specifications may be available upon request.
- A down payment may be required at the time of Buyer's execution of this Agreement, as specified in the Payment section of the Sale Terms and Conditions, or as may otherwise be specified in this Agreement.
- Sales and any other taxes will be calculated based on the applicable rates at the time of invoicing and the Total Price will be adjusted accordingly.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon Act wages or benefits, or other special or certified wages or benefits.

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Date of Quote	
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Buyer PO#:	**TBD**

This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference, and together shall collectively be one integrated contract:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at https://www.mobilemodular.com/contractterms as the same may be updated from time to time in the sole and absolute discretion of Lessor.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:	**BUYER:**
Mobile Modular Management Corporation a Division of McGrath RentCorp	Alum Rock Union Elementary School District
Signature: _____	Signature: _____
Name: _____	Name: Sandra Garcia
Title: _____	Title: Interim Superintendent
Date: _____	Date: February 19, 2026

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Quote #	Q-587745
Date of Quote	
Quote Expiration Date:	
Estimate Del Date	07/15/2026
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SALE TERMS AND CONDITIONS

1. **SALE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Equipment. "**Equipment**" means the modular buildings identified in the Agreement, and any Accessories to be furnished by Seller to Buyer. "**Accessories**" means any additions, attachments, add-ons, fitments, parts, components, or accessories to the modular buildings to be furnished by Seller to Buyer as may be specified in under this Agreement. In connection with its sale of the Equipment and Accessories, Seller shall also perform the services described in the Charges Upon Delivery and/or as clarified in the Special Notes portion of this Agreement, if applicable (the "**Services**"). This Agreement is not a construction contract or a contract for improvements to real estate or for the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance. Seller is not a designer or a manufacturer of the Equipment.

2. **PAYMENT.** Buyer shall pay Seller the Total Price set forth in the Agreement, which shall include all amounts owed for the Equipment, Accessories, and Services and which shall be subject to adjustments for changes, unknown conditions or unforeseen circumstances, including, but not limited to, driver waiting time, special transport permits, difficult site conditions, or increases in fuel prices, in accordance with the terms of this Agreement and subject to adjustments for all applicable taxes calculated at the time of invoicing (collectively, the "Purchase Price") on the applicable payment schedule listed below. Notwithstanding the possible payment schedules listed below, in the event that an alternate payment schedule is specified in the Special Notes of this Agreement, such alternate payment schedule shall supersede the payment schedules listed below. Any amounts not specified in the applicable payment schedule that hereafter become due from Buyer to Seller pursuant to the terms of this Agreement shall be due thirty (30) days after Buyer's receipt of Seller's invoice, unless a different payment period is provided herein. No payments due from Buyer shall be reduced by any abatement, setoff, or back charge of any kind whatsoever arising from any cause whatsoever. Neither title nor ownership of the Equipment shall pass to Buyer before the entire Purchase Price has been paid to Seller. Buyer hereby grants to Seller, to secure the payment and performance in full of all of Buyer's obligations under this Agreement, a security interest in the Equipment consistent with the provisions of Section 18 of the Supplemental Sale Terms and Conditions.

   (a) **NEW EQUIPMENT AND SERVICES PAYMENT SCHEDULE.**

   - Fifty percent (50%) of the Total Price upon Buyer's execution of this Agreement.
   - Forty percent (40%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
   - Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).

   (b) **USED EQUIPMENT AND SERVICES PAYMENT SCHEDULE.**

   - Twenty-five percent (25%) of the Total Price upon Buyer's execution of this Agreement.
   - Sixty-five percent (65%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
   - Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).

3. **SELLER SCOPE OF WORK; EXCLUSIONS; CHANGE ORDER.** Seller's scope of work is limited to (1) the procurement and/or preparation of the Equipment and Accessories (if any) to meet the specifications set forth in this Agreement; and (2) performance of the Services. The Total Price excludes all additional services, accessories, ancillary items or equipment and additional on-site labor. The following are obligations of the Buyer and specifically excluded from Seller's obligations under this Agreement: (i) permits and licensing related to the Site; (ii) Site engineering or other design services; (iii) selection or preparation of the Site (iv) utilities or temporary power, and (viii) utility connections, whether temporary or permanent. Buyer may request changes or alterations in Seller's scope of work, which Seller may or may not agree to in Seller's sole discretion. Any written change orders shall be incorporated by reference into this Agreement and subject to all Terms and Conditions set forth herein.

4. **SCHEDULE; BUYER DELAYS.**

   (a) Buyer will schedule operations such that delivery and installation of the Equipment may be carried out by Seller in one continuous operation and in proper sequence. Should there be delays in the Buyer's preparation of the Site which would delay delivery and/or installation of the Equipment, Buyer shall notify Seller no less than ten (10) days in advance of the Estimated Delivery Date. In the event Buyer fails to comply with the foregoing requirements, Buyer will reimburse Seller for actual costs and damages incurred, including a reasonable markup for overhead and profit for work performed by Seller, resulting from such delay. Any such delay resulting therefrom will extend Seller's period of performance, which may not be a day for day extension of time.

   (b) If Buyer delays delivery of the Equipment for any reason for thirty (30) days or longer from the original Estimated Delivery Date, Seller, in its sole discretion may take one or more of the following actions which Buyer shall be notified of in writing: (1) revise

prices to reflect current market rates for materials, equipment or services, which Seller shall notify Buyer of in a written change order prior to delivery of the Equipment; (2) require Buyer to pay any remaining balance of the Purchase Price in full; (3) require Buyer to pay a monthly fee for storage of the Equipment; and (4) terminate the Agreement and in so doing, Buyer shall be responsible for payment to Seller of a termination fee ("Termination Fee") for the costs incurred and profits lost as a result of Seller's performance of its obligations under this Agreement prior to such termination, and which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments previously made to Seller will be credited against the Termination Fee and amounts in excess of the Termination Fee may be refunded to Buyer. In the event that Buyer fails to timely pay the Termination Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to timely take delivery of the Equipment and/or to pay such Termination Fee.

5. **CANCELLATION.** It is understood and agreed between the parties that, upon the Buyer's execution of this Agreement and acceptance of all Buyer obligations set forth herein, Seller shall proceed with procurement of any materials, equipment, labor, or otherwise in the performance of its obligations hereunder and in so doing, may incur extraordinary costs and expenses. All sales are final and non-refundable upon delivery of the Equipment to the Site. Any requests to cancel this Agreement prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in a writing that expressly references this Agreement and provides all the terms and conditions of the cancellation. In the event Seller accepts a cancellation requested by Buyer, the terms of the cancellation will include a payment to Seller for the costs incurred and profits lost as a result of Buyer's cancellation (a "Cancellation Fee"), which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments to Seller will be credited against the Cancellation Fee and amounts in excess of the Cancellation Fee may be refunded to Buyer. No cancellation, even if accepted by Seller, shall be effective unless and until Buyer timely and fully pays the Cancellation Fee. In the event Seller accepts Buyer's cancellation but Buyer fails to timely pay the Cancellation Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to complete the cancellation.

6. **EQUIPMENT INSPECTION; ACCEPTANCE.** Following delivery and installation of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion of Seller's scope of work for such Equipment. Buyer shall immediately notify Seller in writing of any observed defects upon completion of such inspection and should Buyer fail to submit such written documentation within the foregoing timeframe, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.

7. **RISK OF LOSS.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the Site.

8. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than $25,000), naming Seller as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of $1,000,000 per occurrence and $2,000,000 in the aggregate) (and with a deductible no higher than $25,000), naming Seller and its designees as additional insureds. Buyer's insurance shall be primary and non-contributory to any insurance maintained by Seller or any other additional insureds. The liability insurance policy shall contain cross-liability and waiver of subrogation provisions in favor of Seller and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Seller and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Seller. Buyer shall provide to Seller insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until Buyer has paid for the Equipment in full. Seller will not and does not provide insurance for any of Buyer's personal property that may be in or on any Equipment. Any failure by Seller to obtain or receive certificates of insurance or any endorsements prior to delivering the Equipment to Buyer will not be deemed a waiver of Buyer's obligations to procure and maintain the insurance specified herein.

9. **INDEMNIFICATION. TO THE FULL EXTENT NOT PROHIBITED BY LAW, BUYER, ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "BUYER PARTY," AND COLLECTIVELY, THE "BUYER PARTIES") SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, SELLER, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS AND CONTRACTORS (INCLUDING BUT NOT LIMITED TO TRANSPORTATION AND DELIVERY VENDORS AND CONTRACTORS), AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, VENDORS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES WHETHER INCURRED IN THE ASSESSMENT OR MANAGEMENT OF ANY CLAIM OR AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION : (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY BUYER UNDER THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF BUYER SET FORTH IN THIS AGREEMENT; (2) BUYER'S OWNERSHIP AND UTILIZATION OF THE EQUIPMENT; (3) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A BUYER PARTY CONTRIBUTED; OR (4) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY BUYER PARTY OR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT.** If the indemnity and defense obligations in this Paragraph are otherwise prohibited by law, Buyer agrees to indemnify, defend and hold the Indemnified Parties harmless from Losses to the maximum extent permitted by Law. The indemnity and defense obligations of the Buyer under this Paragraph and those elsewhere in this Agreement and any other related agreements (i) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers compensation acts, disability acts, or other employee benefit acts, (ii) shall survive any termination or expiration of this Agreement and shall apply to Losses arising before or after the performance of any obligation under this Agreement, (iii) shall not be construed to negate, abridge, or reduce any other rights, including rights of indemnity accorded by Law to the persons or entities indemnified, and (iv) shall not be limited or diminished in any way by insurance coverage.

10. **LIMITATION OF LIABILITY. TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THE total PRICE, AND SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

11. **WARRANTIES.**

(a) **USED EQUIPMENT.** Except as specifically stated in Section 6(b) below, all Equipment is previously leased or used and will exhibit normal wear and tear consistent with other used equipment of similar age or use, including with respect to wall panel surfaces, ceiling tiles, windows, flooring, general appearance, etc. **BUYER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS SOLD "AS IS, WHERE IS, AND WITH ALL FAULTS." SELLER MAKES NO WARRANTY, GUARANTY, OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE ADEQUACY OF THE SITE OR FITNESS OF UTILITIES AT THE SITE OR THE DURABILITY, CONDITION, QUALITY, DESIGN, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT; AND SELLER EXPRESSLY DISCLAIMS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS SELECTED AND INSPECTED ALL EQUIPMENT PRIOR TO MAKING FULL PAYMENT OF THE TOTAL PRICE OR BEFORE ACCEPTING DELIVERY AND RISK OF LOSS, AND THAT BUYER IS SATISFIED AS TO THE EQUIPMENT'S CONDITION.**

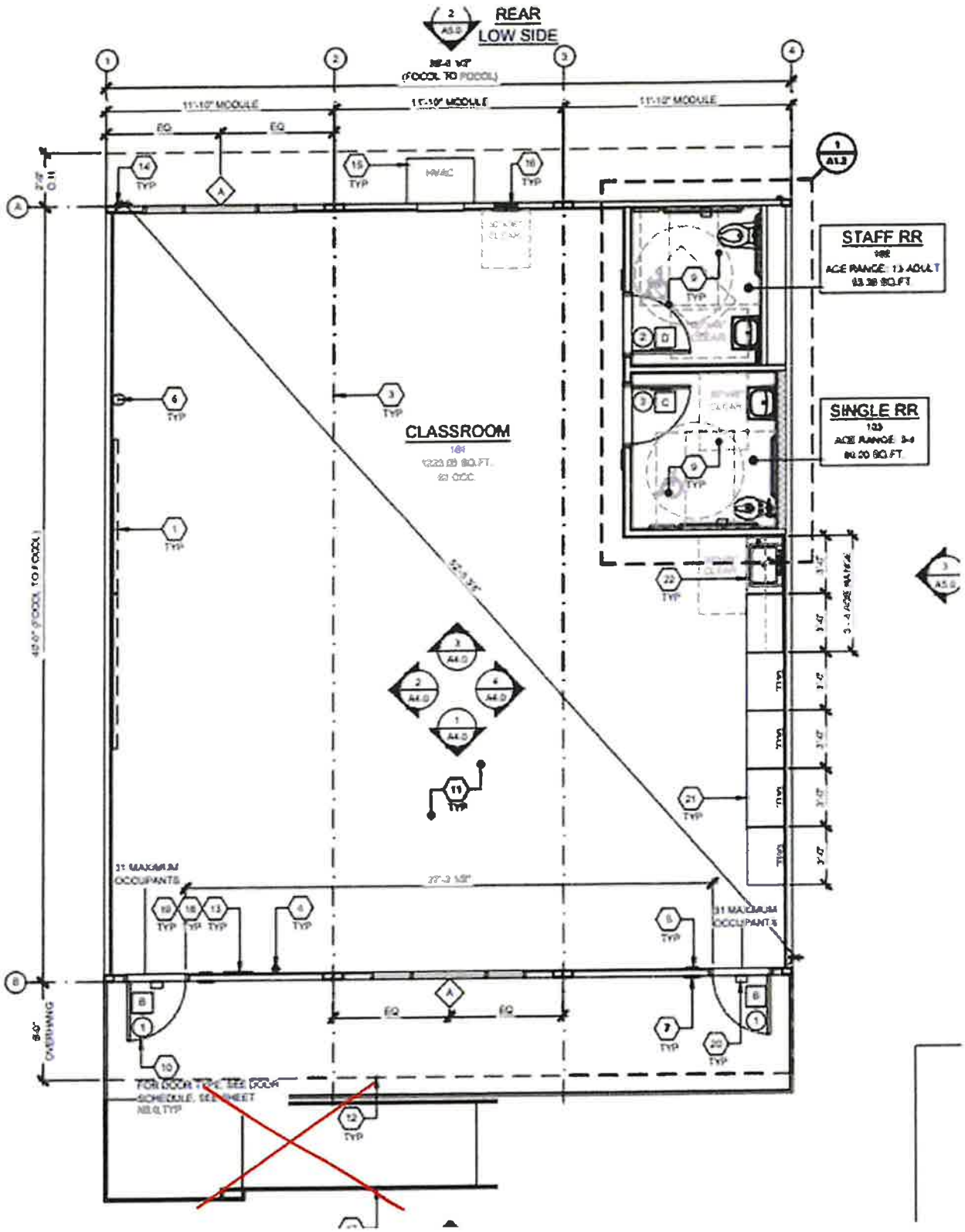
(b) **NEW EQUIPMENT.** Notwithstanding any disclaimer of warranties elsewhere in the Agreement, if the Equipment purchased under this Agreement is sold as new equipment and identified as such in the Agreement, Seller warrants in accordance with this Paragraph for twelve (12) months from the date of manufacture that the Equipment shall be new upon delivery and free from major defects in materials and workmanship that prevent its normal use and operation under normal use and regular service and maintenance by Buyer. New Accessories shall carry the warranty of the manufacturer, which Seller shall assign to Buyer to the extent transferable. Provided Buyer provides written notice to Seller of any failure or defect in the Equipment within two (2) days after its discovery and within the applicable warranty period, Seller shall replace the Equipment or repair the defect. Failure to provide timely notice shall result in a limitation or voidance of this warranty. If Buyer does not grant access for repairs during normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, Buyer shall bear the cost of any overtime labor. This warranty does not extend to any Equipment that has been subjected to improper use, damaged by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **THIS EXPRESS WARRANTY FOR NEW EQUIPMENT IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND RECOURSE UNDER THIS AGREEMENT FOR NEW EQUIPMENT, AND IT IS LIEU OF, AND SELLER EXCLUDES AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.**

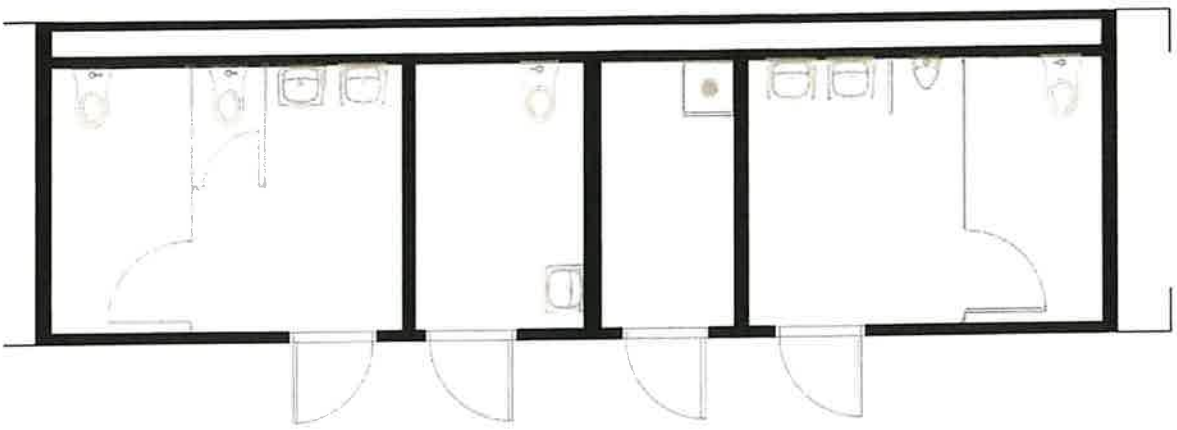
(c) **SERVICES**. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. With respect to any Services subject to a claim under the warranty set forth in this Section, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. The Seller shall not be liable for a breach of the warranties set forth in this Section unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within three (3) months of Seller's performance of the Services and within four (4) days of the time when Buyer discovers the defect. This warranty does not extend to any defect caused by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.**

(d) **MANUFACTURER WARRANTIES**. Seller hereby assigns to Buyer any warranties applicable to the Equipment received from a manufacturer to the extent such warranties are still applicable, in force and assignable. Buyer hereby waives, and agrees that it will not assert, any claim of any nature whatsoever against Seller based on any manufacturer warranties. If any manufacturer warranties that remain valid and in force cannot be assigned or made available to Buyer, Seller agrees to use reasonable efforts at Buyer's cost to enforce such warranties.

12. **DEFAULT; REMEDIES OF SELLER**. Each of the following shall constitute an "**Event of Default**": (1) Buyer's failure to make any required payment to Seller within ten (10) calendar days after its due date, including but not limited to Buyer's failure to make timely payments in accordance with the payment schedules in Section 2(a) through 2(b) hereof; (2) Buyer's failure in the performance of any other obligation under this Agreement and the continuance of such default for ten (10) calendar days after written notice thereof by Seller to Buyer; (3) any warranty, representation or statement made or furnished to Seller by or on behalf of Buyer proves to be false in any material respect; (4) any uninsured loss, theft, damage or destruction to, or the attempted sale or encumbrance by Buyer of, the Equipment, or any levy, seizure or attachment thereof or thereon, prior to payment of the Purchase Price in full; (5) Buyer's insolvency, dissolution, winding up, termination of existence, or cessation or discontinuance of business prior to payment of the Purchase Price in full; (6) the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, the Buyer prior to payment of the Purchase Price in full. Buyer acknowledges that any Event of Default will substantially impair the value of this Agreement to Seller; or (7) Buyer's breach of any other agreement between Buyer and Seller, regardless of whether the effective date of such agreement is before or after the Effective Date. Upon the occurrence of any Event of Default and any time thereafter prior to payment of the Purchase Price in full, Seller may exercise one or more of the following remedies: (1) terminate this Agreement; (2) declare all unpaid payments under this Agreement to be immediately due and payable; (3) direct Buyer at its expense to promptly prepare the Equipment for pickup by Seller and take possession of the Equipment wherever found, and for this purpose enter upon any premises of Buyer and remove the Equipment, without any liability to Buyer or requirement for a suit, action, bond or other proceedings; (4) use, hold, sell, lease or otherwise dispose of the Equipment on the Site or any other location without affecting the obligations of Buyer as provided in this Agreement; (6) proceed by appropriate action either in law or in equity to compel Buyer's performance or to recover damages sufficient to ensure that Seller receives the full benefit of it bargain under this Agreement, plus attorneys' fees and any other expenses paid or incurred by Seller in connection with repossession, holding, repair and subsequent disposition of the Equipment; (7) apply any deposit or down payment specified in this Agreement to payment of Seller's costs, expenses and attorneys' fees incurred in enforcing this Agreement (provided, however, nothing herein shall be construed to mean that Seller's damages are limited to the amount of such deposit or down payment); and (8) exercise any and all other rights of Seller under applicable law. These rights and remedies are nonexclusive and may be exercised concurrently or separately. Seller's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any other right under this Agreement or applicable law.

Sale Terms and Conditions, Rev01/14/25


REAR
LOW SIDE
STAFF RR
SINGLE RR
CLASSROOM
HVAC
EQ
EQ
TYP
OVERHANG



13.13

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 23, 2026

Subject: **Reauthorize Bond Contracts/Extensions.**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 26, 2026
Regular Board Meeting

13.13
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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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 18, 2026

Subject: **Approve Bond Contracts/Extensions**

Support Information: The District has received a summarized list of bond contracts/extensions dates February 19, 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 Title: Bonds Director

Approved by: Eric Wasinger Title: Senior Executive of Bonds, M.O.T.

To the Board of Trustees: Meeting: February 19, 2026
Special Board Meeting

Recommend Approval

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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Alum Rock Union Elementary School District

February 19, 2026 Board Meeting

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
Hohbach-Lewin, Inc	02/20/26	$ 87,200.00	For surveying and civil engineering services at the former Renaissance at Fischer campus - parking lot area and driveway adjustments; in addition, assist with demolition, grading, pavement, and erosion control plans, coordination through the City review process, etc.
Cal West Fence	02/20/26	$ 22,605.00	For student and staff safety, installation of perimeter fencing is necessary at Ocala STEAM Academy; Project includes installation of a six-foot galvanized fence and two single-swing pedestrian gates.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Sandra Garcia, Interim Superintendent

From: Eric Wasinger, Senior Executive of Bonds, Maintenance, Operations and Transportation

Re: Approve Proposal for Cal West Fence – Ocala STEAM Academy

Date: February 18, 2026

Staff Analysis of Services:

For student and staff safety, installation of perimeter fencing is necessary at Ocala STEAM Academy. The project would include installation of a six-foot galvanized chain link fence with one four-foot-wide gate, along with a five-foot galvanized fence and two single-swing pedestrian gates.

The fencing will enhance campus security and help ensure a safe learning environment.

The District solicited proposals for the purchase and installation of the fencing and gates. Two (2) proposals were received:

Firm Name:	Proposal Amount:
Cal West Fence	$22,605
AAA Fence Company, Inc.	$23,550

Recommendation:
It is the recommendation of the Interim Superintendent that the Board of Trustees approve the proposal with Cal West Fence in the amount of $22,605 for the purchase and installation of security fencing and gates at Ocala STEAM Academy.

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 2/17/26
PHONE NUMBER	FAX NUMBER	JOB NAME MAIN OFFICE FENCE & GATES	
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, 140 LF. GALVANIZED
- (1) SINGLE SWING GATES 4' WIDE
- 5' TALL GALVANIZED FENCE 18' LF.
- (2) SINGLE SWING PEDESTRIAN GATES
- REMOVE EXISTING BLACK STEEL FENCE
- INSTALL 6' TALL FENCE
- (1) SINGLE SWING GATE 4' WIDE
- (1) DOUBLE SWING GATES 15' WIDE
- NEW FENCE LAYOUT PER ATTACHED SKETCH

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 filing, 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:

Twenty-Two Thousand Six Hundred And Five dollars ($ 22,605)

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

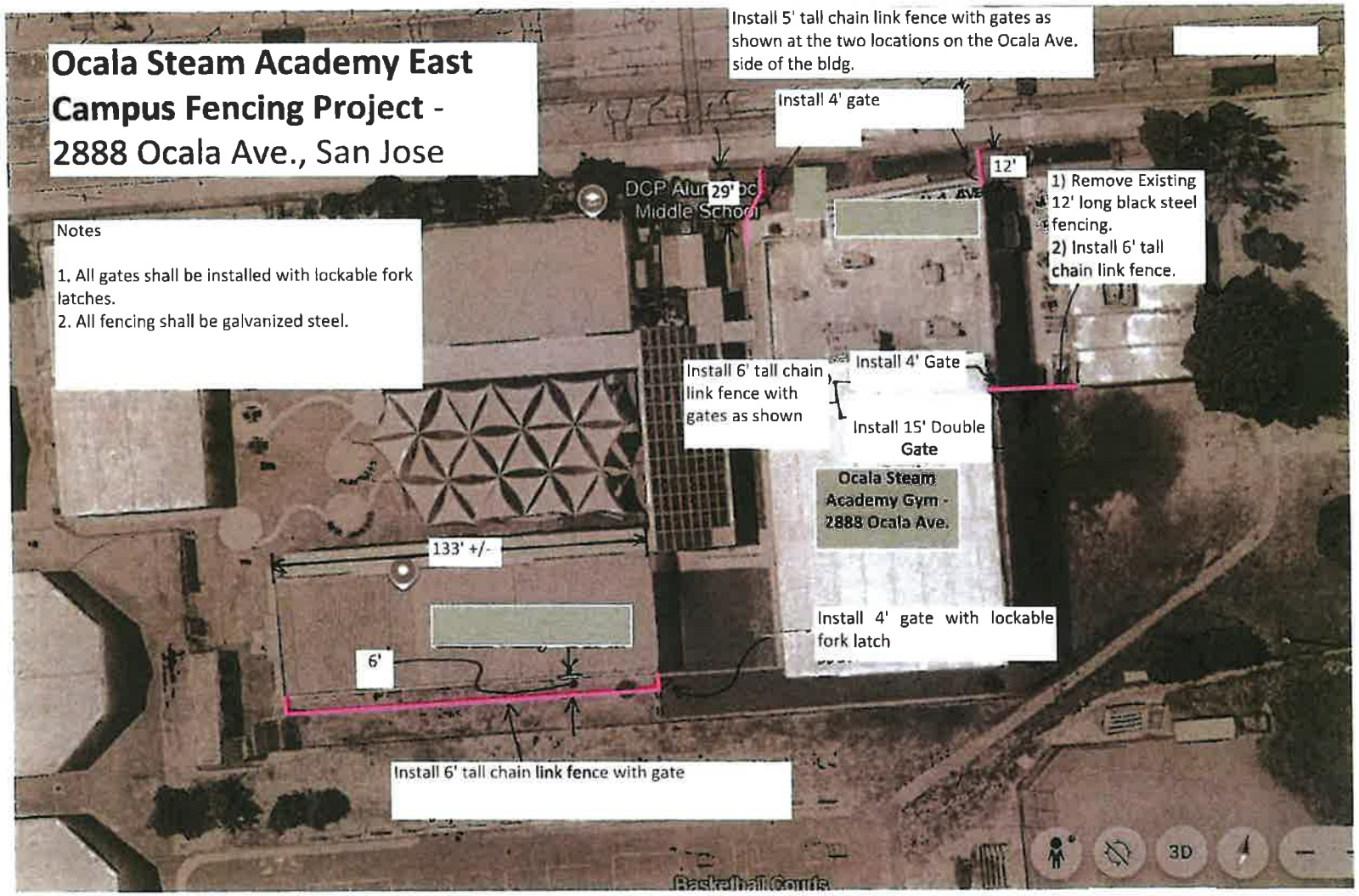
Note: This proposal may be withdrawn by us if not accepted within 15 days.

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 _____


Ocala Steam Academy East Campus Fencing Project -
2888 Ocala Ave., San Jose
Notes
1. All gates shall be installed with lockable fork latches.
2. All fencing shall be galvanized steel.
Install 5' tall chain link fence with gates as shown at the two locations on the Ocala Ave. side of the bldg.
Install 4' gate
12'
29'
1) Remove Existing 12' long black steel fencing.
2) Install 6' tall chain link fence.
Install 6' tall chain link fence with gates as shown
Install 4' Gate
Install 15' Double Gate
Ocala Steam Academy Gym - 2888 Ocala Ave.
133' +/-
6'
Install 4' gate with lockable fork latch
Install 6' tall chain link fence with gate
3D

AAA FENCE COMPANY, INC.

2560 San Juan Hollister Road, Hollister, CA 95023 - Phone: 408.727.5465
License #522762 DIR #1000002526

PROPOSAL

Project: **Ocala Steam Academy East Campus Fencing Project**

Location: **San Jose**

Estimator: Lino Gamboa

Phone: 408-625-0267

E-Mail: lino@aaafenceco.com

Includes Installation and Tax.

Attention: Estimating

Date: 2/12/2026

Time: 12:30 P.M

INCLUSIONS: **UNION** -signatory to Laborers' Union

Small Business SBE #44402 State of California

Addenda Noted:

Move-Ins Included:

Additional Move-Ins: 1500

CA Lic. #522762 DIR #1000002526

[x] **Prevailing Wage Included if Checked**

Bid Item	Description	Number of Units	Type	Unit Price	Total Price
1	**Chainlink Fence and Gates Include- No Spec** - 33'LF of 5'H Galvanized Chainlink Fence to Match Exisitng @ Front of School - 2(EA) 4'W x 5'H Single Swing Walk Gates With Padlockable Hardware - 150'LF of 6'H Galvanized Chainlink Fence to Match Exisitng @ Back of School - 2(EA) 4'W x 6'H Single Swing Walk Gates With Padlockable Hardware - 1(EA) 15'W x 6'H Double Swing Walk Gate With Padlockable Hardware **See All Exclusions Below**	1	LS		$23,300.00
Optional Insurance	***Waiver of Subrogation on Workers Compensation Insurance is an additional $250.00***			ADD	$250.00

IMPORTANT NOTE - Due to the Volatility of the Steel Market, prices quoted above are good for only 30 days from date of Proposal.

EXCLUSIONS: Bond Premium, Waiver of Subrogation on Workers Compensation Insurance, Building Permits, Railroad Protective Liability Policy, Special Coverage Insurance Premiums, Penalties for Delays beyond AAA Fence Control, Clearing / Grubing, Grading, Concrete & Asphalt Patching, Lightning Protection System, Electrical Grounding, Temporary Fences, Surveys and Layout staking, Traffic Control, Painting, Demo / Removal of fences, Embeds for fence posts such as Weld Plates / Post Pockets / Sonitube or Sleeves, Core-Drilling and Saw Cutting, Dewatering or Casings for post holes that encounter water during or after post hole drilling, Removal or Disposal of Dirt Spoils (Dirt spoils will be left near the fence post holes), Removal or Disposal of Hazardous Substances, Padlocks & Locking Hardware, Keying and cores for locks, Primus Cores, Knox Boxes and Knox Padlocks, Guardrails, Handrails, Concrete Mowbands and Flat Work, Hand Digging post holes, Potholing, Liability For Locating Underground Utilities (except as identified by USA Underground), Liability For Damages To Un-located Underground Utilities, Landscape Restoration - Damages or repairs to landscaping, flower / planter beds, trees, shrubbery, drain lines and pipes, sprinklers and irrigation lines, electrical or phone lines, etc..during installation of this scope of work. Repairs to exisitng fences as needed, Windscreens, Guardrails, Railings, Handrails, Signs on fences and gates, Bollards, POWER, FENCE GROUNDING & ELECTRICAL WORK, CONDUITS, TELEPHONE LINE(S), ACCESS CONTROL WIRING, AND ACCESS CONTROLS EXCLUDED UNLESS SPECIFICALLY INCLUDED ABOVE. (CONDUITS BY OTHERS TO BE CLEARLY LABELED, MARKED ON DRAWINGS, AND HAVE PULL STRINGS.), ENGINEERING CALCULATIONS, STAMPED DRAWING, CAD DRAWINGS, 3D DRAWINGS, BIM MODELING,UNDERGROUND UTILITIES BEYOND U.S.A. ARE TO BE LOCATED AND CLEARLY MARKED, OR EXPOSED BY G.C., OWNER, END USER OR THEIR RESPECTIVE REPRESENTATIVE PRIOR TO MOBILIZATION TO BEGIN DIGGING. Panic Hardware, Setting sleeves into concrete pad

Note: All Terminal and Corner Points shall be located and clearly marked prior to our crews arrival unless otherwise indicated herein. Fence line location is the sole responsibility of the General Contractors.

Change Orders / Extra Work shall be quoted prior to being performed and requires a written Change Order prior to beginning work. Any Extra Work performed on a Time and Material Basis shall be charges at $105.00 per man per hour for Normal Time and $130.00 per man per hour for overtime ($500.00 minimum Charge), Equipment Charge cost plus 20%, Materials cost is standard Contractors price, Subcontractors cost plus 10%. Time starts when the crew leaves our yard and ends when the crew returns to the yard. Rates include our work truck.

Proposal is Valid for 30 Days - Acceptance of this Proposal will require this Proposal and Bid Clarifications to be incorporated into the Contract Documents as an Exhibit and shall include all Exclusions noted above. AAA Fence Company will be provided with two complete sets of plans and specifications free of charge. AAA Fence Company's Bid Clarifications listed below are incorporated into and made part of this Proposal. The Proposal, Bid Clarifications, and Exclusions are Material terms of the bid Proposal and any subcontract agreement. After 30 Days the Proposal & prices shall not be reasonably relied upon.

AAA Fence Company, Inc. Bid Clarifications

1. AAA Fence Company, Inc. is not responsible for damage to our work caused by acts of God, including but not limited to, earthquake, windstorm and flood. It is the responsibility of the owner or general contractor to provide builders risk insurance to cover the value of our work until the final payment is made. We will be named as an insured under the project's builders risk policy.

2. AAA Fence Company, Inc. is not responsible for deductibles under builders risk policy, wrap-up policies, or other project insurance policies exceeding $10,000 per occurrence.

3. AAA Fence Company, Inc. is not responsible for design errors or for faulty plans or specifications.

4. AAA Fence Company, Inc. is not responsible for the negligent acts of others (with the exception of our own subcontractors), including architects, engineers, other contractors, inspectors, ect.

5. AAA Fence Company, Inc. is not responsible for indemnity broader than "caused by our negligence," in accordance with Civil Code Section 2782.

6. AAA Fence Company, Inc. is not responsible for any pollutants or hazardous substances encountered at the jobsite. AAA Fence Company, Inc. will not remove or dispose of hazardous materials, dirt or debris for the jobsite.

7. AAA Fence Company, Inc. contract language is not to be interpreted in excess of the project's specifications and our scope of work for the specific job.

8. AAA Fence Company, Inc. participation in any OCIP or Wrap Up insurance program is subject to our company's review of the OCIP manual, its terms and coverage conditions and limits of coverage. The insurance premium credit will not exceed our company's insurance premium cost and rates. Under no circumstances shall our company's contribution to a self-insured retention or deductible exceed our current program deductible or $10,000, whichever is less.

9. After 30 days the Proposal and Bid shall not be reasonably relied upon in any fashion that may subject AAA Fence Company, Inc. to a claim for damages based on promissory estoppel, or otherwise.

AAA Fence Company, Inc.

Jordan Williams - *Vice President*

The above Bid Clarifications are material terms of the Proposal and shall be incorporated into and considered material terms of any subcontract agreement.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Sandra Garcia, Interim Superintendent

From: Eric Wasinger, Senior Executive of Bonds, Maintenance, Operations and Transportation

Re: Approve Proposal and Contract with Hohbach-Lewin, Inc. for Surveying and Civil Engineering Services at the Former Renaissance at Fischer Campus - Parking Lot Area and Driveway Adjustments.

Date: February 16, 2026

Staff Analysis of Services:

Surveying services will include preparation of a Topographic Survey Plan drafted in an AutoCAD format. The survey will identify and document the following:

- Spot elevations and contours at a one-half foot interval to determine drainage pattern based on the local vertical datum.
- Location of existing structures with finish floor elevations and associated exterior grades.
- Visible and overhead utilities.
- Underground utilities will be shown per observational evidence and Utility Locator markings.
- Utility Locator will mark all utilities within the survey area, that are traceable.
- Accessible underground utilities such as sanitary sewer and storm drain. Pipe inverts and sizes will also be shown.
- Tree locations and sizes for trees 6" diameter or greater with approximate driplines.
- Location and elevation of existing site features such as, but not limited to, fences, gates, driveways, fronting street pavement, walls, walkways, and other hardscape.
- Only property lines in the survey area will be shown.
- Easements, if any, will not be shown

Civil Engineering Services will include the following:

- Demolition Plan
- Grading Plan
- Pavement Plan
- Utility Plan (Storm Water)
- Erosion Control Plan
- Project Notes and Details
- Specifications
- Design Team meeting (2-1 hour meeting via Zoom)
- DSA Review Process

In addition, Hohback-Lewin, Inc. will assist with demolition, grading, pavement, and erosion control plans, as well as: Coordination through the City review process, responding to construction bidding questions, review of contractor as-built drawings, and site observations during construction.

Recommendation:
Staff recommends the Board of Trustees approve the proposal and enter into a contract with Hohbach-Lewin, Inc. in the amount of $87,200 to perform surveying and civil engineering services at the former Renaissance at Fischer Campus related to parking lot and driveway improvements.

HOHBACH-LEWIN, INC. STRUCTURAL & CIVIL ENGINEERS

"Timely Solutions Based On Timeless Principles"

February 4, 2026
February 13, 2026 (revised)

Eric Wassinger
Alum Rock Union Elementary School District
2888 Ocala Ave
San Jose, CA 95148

Project: Fischer Middle School Site Improvements
1720 Hopkins Dr, San Jose, CA
Hohbach-Lewin Project 18713.31

Subject: Proposal for Surveying and Civil Engineering Services

Eric:

As requested by Finney Architects, we are providing you with a proposal for Topographic Survey and Site Improvements for the Parking Lot Adjustments. Our fee only includes the Civil Engineering for the Parking Lot Area and the driveway adjustments; we did not include fees for the future building site. The Topographic Survey area is shown in the exhibit below. Our fee includes 2.5 days of Utility Location, anything more than that will be an additional fees.

PRINCIPALS:
DOUGLAS HOHBACH S.E.
DAN LEWIN S.E.
JOAQUIM ROBERTS S.E.
ANTHONY LEE S.E.
SAM SHIOTANI S.E.
LES TSO S.E.
KEVIN MORTON S.E.

ASSOCIATE PRINCIPALS:
STUART LOWE S.E.
MICHAEL RESCH S.E.

SENIOR ASSOCIATES:
VICKY RUNDORFF S.E.
GREG RODRIGUES S.E.
EDDIE HUI S.E.
STACY GADDINI S.E.
KYLE HAAS S.E.
BRENT CRAWFORD S.E.

ASSOCIATES:
BRIAN HO S.E.
PHYLLIS MAK S.E.
MOHAMED IBRAHIM S.E.
MOLLY SOUKHASEUM S.E.
ANDREW ARNOLD P.E.

DIRECTOR OF CIVIL ENGINEERING:
BILL HENN

Surveying Services:

We will prepare a Topographic Survey Plan of a portion of the property as shown on the attached exhibit. The plan will be drafted in an AutoCAD format and will indicate the following:

- Spot elevations and contours at a one-half foot interval to determine drainage pattern based on the local vertical datum.
- Location of existing structures with finish floor elevations and associated exterior grades.
- Visible and overhead utilities.
- Underground utilities will be shown per observational evidence and Utility Locator markings.
- Utility Locator will mark all utilities within the survey area, that are traceable.
- Accessible underground utilities such as sanitary sewer and storm drain. Pipe inverts and sizes will also be shown.
- Tree locations and sizes for trees 6" diameter or greater with approximate driplines.
- Location and elevation of existing site features such as, but not limited to, fences, gates, driveways, fronting street pavement, walls, walks, and other hardscape.
- Only property lines in the survey area will be shown.
- Easements, if any, will not be shown

Fischer Middle School
2/13/26

Civil Engineering Services:

Construction Documents
Items that will be address during this phase of work

- Demolition Plan
- Grading Plan
- Pavement Plan
- Utility Plan (Storm Water)
- Erosion Control Plan
- Project Notes and Details
- Specifications
- Design Team meeting (2-1 hour meeting via Zoom)
- DSA Review Process

Construction Documents (Off-Site Plans)
Items that will be address during this phase of work

- Demolition Plan
- Grading Plan
- Pavement Plan
- Erosion Control Plan
- Project Notes and Details
- Off-site Construction Estimate
- City Review Process

Bidding/Constructions Administration Services
Items that are included during this phase

- Construction Bidding Questions
- Construction Procurement Phase
- Assist project team with response to construction questions (RFI) as needed.
- Review As-Builts from Contractor
- Site Observations – (Assumed 2 site visits during construction)

Exclusions:

1. A Geotechnical Report will be provided by Owner
2. Storm Water Treatment Plan
3. SWPPP Report
4. Storm Water Inspections for QSP requirements
5. Arborist Tree Survey and Arborist Tree Protection requirements

Surveying and Civil Engineering Fees

Topographic Survey	$27,000
Utility Locator	$ 8,200
Construction Documents (On-Site)	$28,000
DSA Review Process	$ 6,000
Construction Documents (Off-Site)	$ 8,000
City Review Process for Off-Site Improvements	$ 4,000
Construction Administration (On-site and Off-Site)	$ 6,000

Fischer Middle School
2/13/26

We propose to provide Additional Services as requested on a labor and expenses basis per the attached rate sheet.

Any meetings outside of the ones defined in the scope of the project will also be billed on a labor and expenses basis.

Direct reimbursable expenses (consisting of courier costs, CAD plotting and printing for formal submittals) incurred in the performance of these services will be billed at our direct costs plus 10%.

We will bill at the completion of project milestones. These invoices will include charges for percentage completion of basic services, and expended labor for any authorized additional services and for reimbursable expenses.

In addition to the terms contained within this proposal letter, unless specifically and mutually agreed otherwise, all provisions contained within the attached General Conditions shall apply. This proposal letter and the General Conditions constitute our Basic Service Agreement. If the above quoted terms are acceptable to you, this letter and the attached General Conditions can constitute our contract to provide professional services as well as our authorization to proceed. To execute this agreement, please sign below where indicated.

Please contact me with any questions or comments. We are looking forward to assisting you on this project.

Sincerely,

William J Henn
Director of Civil Engineering Department

Attachment: General Conditions

Signature:_____

Date: _____

Responsible Billing Party:

Name: _____

Address: _____

_____

Phone: _____

Fischer Middle School
2/13/26



13.14

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 18, 2026

Subject: **Current Enrollment.**

Information Only

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: February 26, 2026
Regular Board Meeting

13.14
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Feb 13, 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	51	46	44	47	47	51	48	40	31	**432**	0	432	0	432
Aptitud ES	38	57	64	55	66	75	77	0	0	0	**432**	34	466	0	466
Hubbard ES	34	61	68	75	74	88	71	0	0	0	**471**	29	500	0	500
Linda Vista ES	32	68	69	87	84	95	95	0	0	0	**530**	44	574	0	574
LUCHA ES	7	33	29	33	37	31	30	0	0	0	**200**	1	201	13	214
Lyndale ES	21	40	47	37	53	54	46	0	0	0	**298**	2	300	30	330
McCollam ES	30	35	40	54	48	55	60	0	0	0	**322**	36	358	1	359
Painter ES	70	73	54	63	50	55	48	0	0	0	**413**	20	433	0	433
Russo McEntee ES	26	51	37	48	48	54	48	0	0	0	**312**	40	352	0	352
Ryan ES	27	28	33	33	23	43	41	0	0	0	**228**	31	259	0	259
San Antonio ES	34	39	43	56	60	49	49	0	0	0	**330**	0	330	6	336
Ocala MS	0	0	0	0	0	0	0	211	212	299	**722**	11	733	0	733
Renaissance 2 MS	0	0	0	0	0	0	0	152	148	159	**459**	30	489	0	489
Sheppard MS	0	0	0	0	0	0	0	258	256	252	**766**	20	786	0	786
Home/Hosp	0	0	0	0	0	0	0	1	0	0	**1**	0	1	0	1
	392	**589**	**595**	**638**	**642**	**694**	**678**	**721**	**715**	**791**	**6455**	**298**	**6753**	**50**	**6803**