ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Special Board Meeting
March 5, 2026

NOTICE OF SPECIAL MEETING AND SPECIAL MEETING AGENDA

03/05/2026 - 06:30 PM
Join Zoom Meeting 85808995379
2930 Gay Avenue, San Jose, CA 95127
District Board Room

AGENDA

Code: Special #23-25/26

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

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

https://arusd-org.zoom.us/j/85808995379
Webinar ID: 858 0899 5379
Or One tap mobile:
+6699006833, 85808995379# US (San Jose)

THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:
1. Live stream Youtube English Channel "AlumRock TV"
https://www.arusd.org/@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 and reverence the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these lands.

Members of the public shall have an opportunity to address the Board of Trustees on the agenda items identified below. (Goverment Code Section 54954.3)

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

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

2. 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. Discussion and Action Regarding Superintendent Search Firm Proposal Review Process.

2. Approve Vote Center Facility Use Agreement Anthony Dorsa Elementary School

The County of Santa Clara, through its Registrar of Voters (ROV), is requesting access to and use of a voting center facility for use at Dorsa Elementary, the cafeteria, on the following two (2) separate dates and election schedules. The ROV will pay for custodial fees.

June 2, 2026, Gubernatorial Primary Election **(Schedule Date Ranges with Vote Center Hours including Reserved Hours: 5/21/26 thru 6/4/26; 8:00 a.m. – 6:00 p.m.)**
*6/2/26 Hours 6:00 a.m. - 10:00 p.m.

November 3, 2026, Gubernatorial General Election **(Schedule Date Ranges with Vote Center Hours including Reserved Hours: 10/22/26 thru 11/5/26; 8:00 a.m. – 6:00 p.m.)**
*11/3/26 Hours 6:00 a.m. - 10:00 p.m.

3. Approve Vote Center Facility Use Agreement Joseph George Middle School

   The County of Santa Clara, through its Registrar of Voters (ROV), is requesting access to and use of a voting center facility for use at George Middle, the Annex Room, on the following two (2) separate dates and election schedules. The ROV will pay for custodial fees.

   June 2, 2026, Gubernatorial Primary Election **(Schedule Date Ranges with Vote Center Hours including Reserved Hours: 5/20/26 thru 6/5/26; 8:00 a.m. – 6:00 p.m.)**
   *6/2/26 Hours 6:00 a.m.- 10:00 p.m.

   November 3, 2026, Gubernatorial General Election (Schedule Date Ranges with Vote Center Hours including Reserved Hours: 10/21/26 thru 11/6/26; 8:00 a.m. – 6:00 p.m.)
   *11/3/26 Hours 6:00 a.m.- 10:00 p.m.

4. Approve Contract with Jones Hall LLP as Bond and Disclosure Counsel

   Jones Hall will serve as the District's Bond and Disclosure Counsel. The District requires the services of nationally recognized bond counsel in connection with the proposed issuance of general obligation bonds and other debt instruments it may incur with respect to the financing of facilities compliance with all applicable federal and state laws. Attached is the proposed contract between the District and Jones Hall for the Board's consideration.

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

   (Goverment Code Section 54957.7

   1. RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 7:00 p.m. Open Session will resume at conclusion of Closed Session.

   2. 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.

   3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One (1) potential

case.

4. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

1. Report of Action Taken in Closed Session.

5. ADJOURNMENT

President adjourns the meeting.

2.1

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: March 3, 2026

Subject: Discussion and Action Regarding Superintendent Search Firm Selection and Proposal Review Process.

Support Information: The Alum Rock Union Elementary School District solicited proposals from qualified firms to provide Executive Search Consultant Services for the position of Superintendent of Schools.

The Board of Trustees will discuss and determine the process for reviewing the proposals received, including whether to establish a subcommittee to evaluate responsiveness and recommend firms for interview, and the firm selection.

Fiscal Impact: TBD

Budget Source: General Fund

Information/Discussion/Action

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

To the Board of Trustees: Meeting: March 5, 2026
Special Board Meeting

Recommend Approval

2.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

2.2

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Vote Center Facility Use Agreement**
Anthony Dorsa Elementary School

Support Information: The County of Santa Clara, through its Registrar of Voters (ROV), is requesting access to and use of a voting center facility for use at Dorsa Elementary, the cafeteria, on the following two (2) separate dates and election schedules. The ROV will pay for custodial fees.

June 2, 2026, Gubernatorial Primary Election (Schedule Date Ranges with Vote Center Hours including Reserved Hours: 5/21/26 thru 6/4/26; 8:00 a.m. – 6:00 p.m.)
*6/2/26 Hours 6:00 a.m. - 10:00 p.m.

November 3, 2026, Gubernatorial General Election (Schedule Date Ranges with Vote Center Hours including Reserved Hours: 10/22/26 thru 11/5/26; 8:00 a.m. – 6:00 p.m.)
*11/3/26 Hours 6:00 a.m. - 10:00 p.m.

Fiscal Impact: No

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Vote Center Facility Use Agreement at Anthony Dorsa Elementary School.

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

To the Board of Trustees:

Recommend Approval

2.2
Agenda Placement

Meeting: March 5, 2026
Special Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

County of Santa Clara

Registrar of Voters

1555 Berger Drive, Bldg. 2, San Jose, CA 95112
Mailing Address: PO Box 611360, San Jose, CA 95161-1360
(408) 299-VOTE (8683) (866) 430-VOTE (8683) FAX: (408) 998-7314

www.sccvote.org

VOTER'S CHOICE
Registrar of Voters
Santa Clara County

Vote Center Facility Use Agreement

Election Name	**June 2, 2026 – Primary Election & November 3, 2026 – General Election**		
Facility Name	Anthony Dorsa Elementary School		
Facility Owner Name	Alum Rock Union School District		
Building/Room Reserved	Cafeteria		
Physical Address	1290 Bal Harbor Way	**City/Zip**	San Jose, CA 95122
Mailing Address		**City/Zip**	
Primary Contact Name		**Phone #**	
Email Address		**Fax #**	
Secondary Contact Name		**Phone #**	
Email Address		**Fax #**	
After Hours Emergency Contact Name		**Phone #**	
Email Address		**Alternate Phone #**	

This agreement allows The County of Santa Clara, through its Registrar of Voters, to access and use of the above-named Facility subject to the following terms and conditions:

1. **Facility Use and Hours**. Facility Owner agrees that the Registrar of Voters shall be allowed to use the Facility, and the Facility will be open to voters for the days before and including Election Day as set forth on **Addendum A**. Facility Owner acknowledges and agrees that the dates and times on **Addendum A** will be printed in publications by the Santa Clara County Registrar of Voters. Facility Owner agrees that there shall be no cancellations, or room changes outside of a natural disaster or unforeseen structural damage to the Facility. The Registrar of Voters shall be responsible for staffing all vote-related activities and is responsible for the security of the ballots and vote-casting activities.

2. **Facility Requirements**. Facility Owner agrees to the specifications regarding the Facility use set forth on **Addendum B**.

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga
County Executive: James R. Williams

3. **Facility Use Payment.** The Registrar of Voters shall pay Facility Owner for use of the Facility in accordance with the below:

☐ Facility will not charge a rental fee or agree to waive the payment. The facility will not charge the Registrar of Voters any money for use of the facility.
Facility Owner initial here _____.

☒ $ 7,500.00 **total** cost for the use of the Facility as set forth in this agreement. A detailed breakdown of the total cost is included on the lines below or attached to this agreement as Addendum D. The breakdown must include each amount and/or service included in the total cost.

See attached for breakdown of total cost.

4. Registrar of Voters Insurance and Indemnity.

The County of Santa Clara ("County") shall indemnify, defend, and hold harmless the Facility Owner, its officers, agents, and employees (collectively "owner") from and against any judgment, loss, damage, liability, cost, charge, or expense (including reasonable attorney's fees) arising out of the designation and utilization of the Facility as a polling place or election site, except to the extent such claims arise through the negligent act(s) or omission(s) or willful misconduct of the Facility Owner. The foregoing indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by County or Facility Owner. Please see **Addendum C** for the Santa Clara County Certificate of Self-Insurance.

5. General Conditions:

No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on the County unless authorized by the County in writing. Nothing in this agreement shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. At any time and without reason, the Santa Clara County Registrar of Voters may withdraw from this agreement and not use the above-named Facility.

The undersigned have executed this agreement as of the dates set forth below.

FACILITY OWNER SIGNATURE:

PRINTED NAME AND TITLE OF AUTHORIZED AGENT OF FACILITY OWNER	**SIGNATURE OF AUTHORIZED AGENT**	**DATE**

REGISTRAR OF VOTERS SIGNATURE:

COUNTY OF SANTA CLARA,
a political subdivision of the State of California

By:_____
Name:
Title:
Date:_____

APPROVED AS TO FORM AND LEGALITY:

By:_____
Name:
Title: Deputy County Counsel
Date: _____

Addendum A (Part 1)
Vote Center Facility Use Agreement

Vote Center Hours - Gubernatorial Primary

The tables below indicate what hours the Facility will be open to the public as a Vote Center as well as hours for which the Facility is reserved for Vote Center staff to have access. The California Elections Code requires Vote Centers to be open a minimum of 8 hours per day for three (3) or ten (10) consecutive days prior to Election Day and on Election Day from 7 a.m. to 8 p.m., inclusive. Vote Center staff need access a minimum of an hour before and after voting hours, and on Election Day will need access for a minimum of two hours after voting concludes.

Important: Please ensure the accuracy of the information as these dates and hours will be published and made public by the Santa Clara County Registrar of Voters.

FACILITY INFORMATION	
Facility Name	Anthony Dorsa Elementary School
Building/Room Reserved	Cafeteria
Physical Address	1290 Bal Harbor Way, San Jose, CA 95122

JUNE 2, 2026 – PRIMARY ELECTION SCHEDULE			
Day	**Date**	**Vote Center Hours**	**Reserved Hours**
Wednesday	5/20/26	NA	NA
Thursday	5/21/26	Equipment Delivery & Set Up	8:00 a.m. – 5:00 p.m.
Friday	5/22/26	Equipment Delivery & Set Up	8:00 a.m. – 5:00 p.m.
Saturday	5/23/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Sunday	5/24/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Monday	5/25/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Tuesday	5/26/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Wednesday	5/27/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Thursday	5/28/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Friday	5/29/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Saturday	5/30/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Sunday	5/31/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Monday	6/1/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Tuesday	6/2/26	**7:00 a.m. – 8:00 p.m.**	**6:00 a.m. – 10:00 a.m.**
Wednesday	6/3/26	Equipment Pick Up	8:00 a.m. – 5:00 p.m.
Thursday	6/4/26	Equipment Pick Up	8:00 a.m. – 5:00 p.m.
Friday	6/5/26	NA	NA
Saturday	6/6/26	NA	NA
Sunday	6/7/26	NA	NA

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga
County Executive: James R. Williams

Addendum A (Part 2)
Vote Center Facility Use Agreement

Vote Center Hours - Gubernatorial General

The tables below indicate what hours the Facility will be open to the public as a Vote Center as well as hours for which the Facility is reserved for Vote Center staff to have access. The California Elections Code requires Vote Centers to be open a minimum of 8 hours per day for three (3) or ten (10) consecutive days prior to Election Day and on Election Day from 7 a.m. to 8 p.m., inclusive. Vote Center staff need access a minimum of an hour before and after voting hours, and on Election Day will need access for a minimum of two hours after voting concludes.

Important: Please ensure the accuracy of the information as these dates and hours will be published and made public by the Santa Clara County Registrar of Voters.

FACILITY INFORMATION	
Facility Name	Anthony Dorsa Elementary School
Building/Room Reserved	Cafeteria
Physical Address	1290 Bal Harbor Way, San Jose, CA 95122

NOVEMBER 3, 2026 – GENERAL ELECTION SCHEDULE			
Day	**Date**	**Vote Center Hours**	**Reserved Hours**
Wednesday	10/21/26	NA	NA
Thursday	10/22/26	Equipment Delivery & Set Up	8:00 a.m. – 5:00 p.m.
Friday	10/23/26	Equipment Delivery & Set Up	8:00 a.m. – 5:00 p.m.
Saturday	10/24/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Sunday	10/25/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Monday	10/26/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Tuesday	10/27/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Wednesday	10/28/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Thursday	10/29/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Friday	10/30/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Saturday	10/31/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Sunday	11/1/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Monday	11/2/26	9:00 a.m. – 5:00 p.m.	8:00 a.m. – 6:00 p.m.
Tuesday	11/3/26	**7:00 a.m. – 8:00 p.m.**	**6:00 a.m. – 10:00 a.m.**
Wednesday	11/4/26	Equipment Pick Up	8:00 a.m. – 5:00 p.m.
Thursday	11/5/26	Equipment Pick Up	8:00 a.m. – 5:00 p.m.
Friday	11/6/26	NA	NA
Saturday	11/7/26	NA	NA
Sunday	11/8/26	NA	NA

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga
County Executive: James R. Williams

Addendum B – (Part 1)

June 2, 2026, Gubernatorial Primary Election

Vote Center Facility Use Agreement

Checklist of Needs and Equipment

Facility Requirements. *Please check each box acknowledging you are able to allow or provide:*

- ■ Facility access for Vote Center staff one hour before and one hour after voting hours. On Election Day, Vote Center Staff will have access for one hour before voting hours and two hours after voting concludes.
- ■ Accessibility survey conducted by Registrar of Voters representatives; additional visits to the facility may be required to test equipment or obtain additional information for vote center layout.
- ■ Acceptance and secured storage of voting equipment delivered up to 02 day (s) prior to the opening of the Vote Center, for the duration that the Vote Center is open, and up to 02 day (s) following Election Day.
- ■ Reserved room for Vote Center will be cleared of any unused furniture and equipment prior to Vote Center equipment delivery.
- ■ Functioning grounded electrical outlets in designated voting area.
- ■ Designated Building/Room for voting is free of any activities during the 15 days listed in **Addendum A**.
- ■ Restroom access for Vote Center staff.
  - ☐ Gender-neutral restroom available?
  - ■ Accessible restroom available?
- ■ Sufficient inside/outside lighting.
- ■ Air Conditioning/Heating is available each and every day listed in **Addendum A**.
- ■ Free parking for voters and Vote Center staff.
- ■ No plans to remodel the facility or changes to the path of travel or parking area between the date of the accessibility survey and the end of the period described in **Addendum A**.

Optional items you can provide. *Check any of the following that you will have available for the dates listed in Addendum A:*

- ☐ *Key access for Vote Center staff.
- ☐ *Badge access for Vote Center staff, if needed.
- ☐ *Alarm code access for Vote Center staff, if needed.
- ☐ *Parking passes for free Vote Center staff parking, if needed.
- ■ (4) 8 ft. tables **or** (6) 6 ft. tables.
- ■ (15) chairs.

**The assigned Vote Center Lead will contact the facility up to 2 weeks prior to the opening of the Vote Center and arrange a time to pick up these items.*

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga
County Executive: James R. Williams

Addendum B – (Part 2)
November 3, 2026, Gubernatorial General Election

Vote Center Facility Use Agreement

Checklist of Needs and Equipment

Facility Requirements. *Please check each box acknowledging you are able to allow or provide:*

- ■ Facility access for Vote Center staff one hour before and one hour after voting hours. On Election Day, Vote Center Staff will have access for one hour before voting hours and two hours after voting concludes.
- ■ Accessibility survey conducted by Registrar of Voters representatives; additional visits to the facility may be required to test equipment or obtain additional information for vote center layout.
- ■ Acceptance and secured storage of voting equipment delivered up to 02_day(s) prior to the opening of the Vote Center, for the duration that the Vote Center is open, and up to 02_day(s) following Election Day.
- ■ Reserved room for Vote Center will be cleared of any unused furniture and equipment prior to Vote Center equipment delivery.
- ■ Functioning grounded electrical outlets in designated voting area.
- ■ Designated Building/Room for voting is free of any activities during the 15 days listed in **Addendum A**.
- ■ Restroom access for Vote Center staff.
  - ☐ Gender-neutral restroom available?
  - ■ Accessible restroom available?
- ■ Sufficient inside/outside lighting.
- ■ Air Conditioning/Heating is available each and every day listed in **Addendum A**.
- ■ Free parking for voters and Vote Center staff.
- ■ No plans to remodel the facility or changes to the path of travel or parking area between the date of the accessibility survey and the end of the period described in **Addendum A**.

Optional items you can provide. *Check any of the following that you will have available for the dates listed in Addendum A:*

- ☐ *Key access for Vote Center staff.
- ☐ *Badge access for Vote Center staff, if needed.
- ☐ *Alarm code access for Vote Center staff, if needed.
- ☐ *Parking passes for free Vote Center staff parking, if needed.
- ■ (4) 8 ft. tables **or** (6) 6 ft. tables.
- ■ (15) chairs.

**The assigned Vote Center Lead will contact the facility up to 2 weeks prior to the opening of the Vote Center and arrange a time to pick up these items.*

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga
County Executive: James R. Williams

Schedule for Equipment Delivery and Pick-Up

A deployment schedule for Vote Center equipment delivery and pick-up will be created based on the information you provide below. **You will receive an email to the Primary Contact (unless another contact is listed below), 2-3 weeks before the Vote Center opens to confirm the details of equipment coming to your facility.**

Please provide the name, phone number, and email information of the person, **if different than the Primary Contact on page 1,** who will be accepting delivery of the Vote Center equipment.

Name:	Phone:	Email:

If you would like others in your organization copied on the Vote Center equipment delivery confirmation email, please list their email addresses here:

_____

Delivery of Equipment:

Equipment delivery will be scheduled for the following dates and times:

Gubernatorial Primary (June 2026): May 21, 2026 and May 22, 2026, between 8:00 a.m. and 5:00 p.m.

Gubernatorial General (November 2026): October 22, 2026 and October 23, 2026, between 8:00 a.m. and 5:00 p.m. .

■ Equipment and Vote Center furnishings can be set up at this time. There are no other events occurring in this room.

If the Vote Center cannot be set up until a later time, state when the Vote Center can be set up:

_____.

Pick-up of Equipment:

Equipment pick-up will be scheduled for the following dates and

times: Gubernatorial Primary (June 2026): June 3, 2026 and June 4, 2026, between 8:00 a.m. and 5:00 p.m.

Gubernatorial General (November 2026): November 4, 2026 and November 5, 2026 between 8:00 a.m. and 5:00 p.m. .

■ After close of voting, equipment can remain set up in the Vote Center room until pick-up occurs.

OR

☐ After close of voting, equipment cannot be left out in Vote Center. All equipment must be packed up and stored in a separate location until Vote Center staff arrive to remove it. The equipment will be packed up and securely stored in the following location (name of room/building) until Vote Center staff arrive to pick it up:

_____

_____

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga
County Executive: James R. Williams

Addendum C
Vote Center Facility Use Agreement

Certificate of Insurance Coverage

County of Santa Clara

Office of the County Executive
Department of Risk Management
Liability/Property Insurance Division
2310 North First Street, Suite 203
San Jose, California 9513 I
Tel. No. (408) 441-4340 FAX (408) 441-4341

Ins. Cert. No. FY26-044

CERTIFICATE OF COVERAGE
ISSUED BY
COUNTY OF SANTA CLARA

This is to Certify to: **All Vote Centers, Training Sites, Outreach and Presentation Sites And Election Related Activity Sites in County of Santa Clara**
County of Santa Clara Registrar Voters

That the following described coverages are in force on this date as set forth below:

Assured: County of Santa Clara
70 W. Hedding Street
San Jose, CA 95110

Insurer	Expiration
1. Self-Funded Retention	Continuous
2. Self-Funded Retention	Continuous
3. Self-Funded Retention	Continuous
4. Self-Funded Retention	Continuous
5. PRISM, Excess Insurance	06/30/2026

Type of Coverage	Limits
1. Comprehensive General & Automobile liability	$5,000,000 Per Occurrence
2. Workers' Compensation	Statutory
3. Physical Damage	$ 50,000 Per Occurrence
4. Pollution Liability	$ 250,000 Per Occurrence
5. Pollution Liability	$1,000,000 Per Occurrence

This certificate of coverage is provided by the County of Santa Clara to the above named certificate holder. The coverage specified herein will not be cancelled or reduced without thirty (30) days written notice from County of Santa Clara to the certificate holder. This certificate pertains to the County of Santa Clara, Registrar of Voters for 2025 and 2026 elections, Election Officer Training, deliver , set-up and retrieval of equipment. This certificate expires June 30, 2026.

Hank Ford
Insurance Contracts & Claims Manager
May 21, 2025

HF

FY26-044November2025&20260ElectionROV

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga
County Executive: James R. Williams

Date	Operating hours	First Shift	Total Hours	Second Shift	Total Hours	Daily Hours	Daily Cost
Thursday 5/21/26	8:00 a.m. – 5:00 p.m.	7:30am-1:30pm	6	1:00pm-5:00pm	5	11 hours at reg	447.48
Friday 5/22/26	8:00 a.m. – 5:00 p.m.	7:30am-1:30pm	6	1:00pm-5:00pm	5	11 hours at reg	447.48
Monday 5/25/26	8:00 a.m. – 6:00 p.m.	7:30am-1:30pm	6	3:00pm-7:00pm	4	10 hours at reg	406.8
Tuesday 5/26/26	8:00 a.m. – 6:00 p.m.	7:30am-1:30pm	6	3:00pm-7:00pm	4	10 hours at reg	406.8
Wednesday 5/27/26	8:00 a.m. – 6:00 p.m.	7:30am-1:30pm	6	3:00pm-7:00pm	4	10 hours at reg	406.8
Thursday 5/28/26	8:00 a.m. – 6:00 p.m.	7:30am-1:30pm	6	3:00pm-7:00pm	4	10 hours at reg	406.8
Friday 5/29/26	8:00 a.m. – 6:00 p.m.	7:30am-1:30pm	6	3:00pm-7:00pm	4	10 hours at reg	406.8
Monday 6/1/26	8:00 a.m. – 6:00 p.m.	7:30am-1:30pm	6	1:00pm-7:00pm	6	12 hours at reg	488.16
Tuesday 6/2/26	6:00 a.m. – 10:00 p.m	5:30am-2:00pm	8	2:00pm-10:30pm	8	16 hours at reg	650.88
Wednesday 6/3/26	8:00 a.m. – 5:00 p.m.	7:30am-1:30pm	6	1:00pm-6:00pm	5	11 hours at reg	447.48
Thursday 6/4/26	8:00 a.m. – 5:00 p.m.	7:30am-1:30pm	6	1:00pm-6:00pm	5	11 hours at reg	447.48
Saturday 5/23/26	8:00 a.m. – 6:00 p.m.	7:30am-12:30pm	5	3:00pm-7:00pm	4	9 hours at OT	549.18
Saturday 5/30/26	8:00 a.m. – 6:00 p.m.	7:30am-12:30pm	5	3:00pm-7:00pm	4	9 hours at OT	549.18
Sunday 5/24/26	8:00 a.m. – 6:00 p.m.	7:30am-12:30pm	5	3:00pm-7:00pm	4	9 hours at DT	719.34
Sunday 5/31/26	8:00 a.m. – 6:00 p.m.	7:30am-12:30pm	5	3:00pm-7:00pm	4	9 hours at DT	719.34
							7500

REG hourly rate 40.68

OT hourly rate 61.02

DT hourly rate 81.36

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

2.3

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Vote Center Facility Use Agreement**
Joseph George Middle School

Support Information: The County of Santa Clara, through its Registrar of Voters (ROV), is requesting access to and use of a voting center facility for use at George Middle, the Annex Room, on the following two (2) separate dates and election schedules. The ROV will pay for custodial fees.

June 2, 2026, Gubernatorial Primary Election (Schedule Date Ranges with Vote Center Hours including Reserved Hours: 5/20/26 thru 6/5/26; 8:00 a.m. – 6:00 p.m.)
*6/2/26 Hours 6:00 a.m.- 10:00 p.m.

November 3, 2026, Gubernatorial General Election (Schedule Date Ranges with Vote Center Hours including Reserved Hours: 10/21/26 thru 11/6/26; 8:00 a.m. – 6:00 p.m.)
*11/3/26 Hours 6:00 a.m.- 10:00 p.m.

Fiscal Impact: No

Budget Source: Not Applicable

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Vote Center Facility Use Agreement at Joseph George Middle School.

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

To the Board of Trustees: Meeting: March 5, 2026
Special Board Meeting

Recommend Approval

2.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

County of Santa Clara
Registrar of Voters

1555 Berger Drive, Bldg. 2, San Jose, CA 95112
Mailing Address: PO Box 611360, San Jose, CA 95161-1360
(408) 299-VOTE (8683) (866) 430-VOTE (8683) FAX: (408) 998-7314
www.sccvote.org

VOTER'S CHOICE
Registrar of Voters
Santa Clara County

Vote Center Facility Use Agreement

Election Name	**June 2, 2026 – Primary Election & November 3, 2026 – General Election**		
Facility Name	Joseph George Middle School		
Facility Owner Name	Alum Rock Union School District		
Building/Room Reserved	George's Annex Room		
Physical Address	277 Mahoney Dr.,	**City/Zip**	San Jose, CA 95122
Mailing Address		**City/Zip**	
Primary Contact Name		**Phone #**	
Email Address		**Fax #**	
Secondary Contact Name		**Phone #**	
Email Address		**Fax #**	
After Hours Emergency Contact Name		**Phone #**	
Email Address		**Alternate Phone #**	

This agreement allows The County of Santa Clara, through its Registrar of Voters, to access and use of the above-named Facility subject to the following terms and conditions:

1. **Facility Use and Hours**. Facility Owner agrees that the Registrar of Voters shall be allowed to use the Facility, and the Facility will be open to voters for the days before and including Election Day as set forth on **Addendum A**. Facility Owner acknowledges and agrees that the dates and times on **Addendum A** will be printed in publications by the Santa Clara County Registrar of Voters. Facility Owner agrees that there shall be no cancellations, or room changes outside of a natural disaster or unforeseen structural damage to the Facility. The Registrar of Voters shall be responsible for staffing all vote-related activities and is responsible for the security of the ballots and vote-casting activities.

2. **Facility Requirements**. Facility Owner agrees to the specifications regarding the Facility use set forth on **Addendum B**.

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga
County Executive: James R. Williams

3. **Facility Use Payment.** The Registrar of Voters shall pay Facility Owner for use of the Facility in accordance with the below*:*

☐ Facility will not charge a rental fee or agrees to waive the payment. The facility will not charge the Registrar of Voters any money for use of the facility.
Facility Owner initial here _____.

☒ $ 7,500.00 **total** cost for the use of the Facility as set forth in this agreement. A detailed breakdown of the total cost is included on the lines below or attached to this agreement as Addendum D. The breakdown must include each amount and/or service included in the total cost.

_____

_____.

4. Registrar of Voters Insurance and Indemnity.

The County of Santa Clara ("County") shall indemnify, defend, and hold harmless the Facility Owner, its officers, agents, and employees (collectively "owner") from and against any judgment, loss, damage, liability, cost, charge, or expense (including reasonable attorney's fees) arising out of the designation and utilization of the Facility as a polling place or election site, except to the extent such claims arise through the negligent act(s) or omission(s) or willful misconduct of the Facility Owner. The foregoing indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by County or Facility Owner. Please see **Addendum C** for the Santa Clara County Certificate of Self-Insurance.

5. General Conditions:

No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on the County unless authorized by the County in writing. Nothing in this agreement shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. At any time and without reason, the Santa Clara County Registrar of Voters may withdraw from this agreement and not use the above-named Facility.

The undersigned have executed this agreement as of the dates set forth below.

FACILITY OWNER SIGNATURE:

_____	_____	_____
PRINTED NAME AND TITLE OF AUTHORIZED AGENT OF FACILITY OWNER	**SIGNATURE OF AUTHORIZED AGENT**	**DATE**

REGISTRAR OF VOTERS SIGNATURE:

COUNTY OF SANTA CLARA,
a political subdivision of the State of California

By:_____
Name:
Title:
Date:_____

APPROVED AS TO FORM AND LEGALITY:

By:_____
Name:
Title: Deputy County Counsel
Date: _____

Addendum A (Part 1)
Vote Center Facility Use Agreement

Vote Center Hours - Gubernatorial Primary

The tables below indicate what hours the Facility will be open to the public as a Vote Center as well as hours for which the Facility is reserved for Vote Center staff to have access. The California Elections Code requires Vote Centers to be open a minimum of 8 hours per day for three (3) or ten (10) consecutive days prior to Election Day and on Election Day from 7 a.m. to 8 p.m., inclusive. Vote Center staff need access a minimum of an hour before and after voting hours, and on Election Day will need access for a minimum of two hours after voting concludes.

Important: Please ensure the accuracy of the information as these dates and hours will be published and made public by the Santa Clara County Registrar of Voters.

FACILITY INFORMATION	
Facility Name	Joseph George Middle School
Building/Room Reserved	George' Annex Room
Physical Address	277 Mahoney Dr., San Jose, CA 95127

JUNE 2, 2026 – PRIMARY ELECTION SCHEDULE			
Day	**Date**	**Vote Center Hours**	**Reserved Hours**
Wednesday	5/20/26	Equipment Delivery & Set up	8am - 5pm
Thursday	5/21/26	Equipment Delivery & Set up	8am - 5pm
Friday	5/22/26	Equipment Delivery & Set up	8am - 5pm
Saturday	5/23/26	Early Voting 9am - 5pm	8am - 6pm
Sunday	5/24/26	Early Voting 9am - 5pm	8am - 6pm
Monday	5/25/26	Early Voting 9am - 5pm	8am - 6pm
Tuesday	5/26/26	Early Voting 9am - 5pm	8am - 6pm
Wednesday	5/27/26	Early Voting 9am - 5pm	8am - 6pm
Thursday	5/28/26	Early Voting 9am - 5pm	8am - 6pm
Friday	5/29/26	Early Voting 9am - 5pm	8am - 6pm
Saturday	5/30/26	Early Voting 9am - 5pm	8am - 6pm
Sunday	5/31/26	Early Voting 9am - 5pm	8am - 6pm
Monday	6/1/26	Early Voting 9am - 5pm	8am - 6pm
Tuesday	6/2/26	7:00 a.m. - 8:00 p.m.	6:00 a.m. - 10:00 p.m.
Wednesday	6/3/26	Breakdown day	8am - 5pm
Thursday	6/4/26	Breakdown day	8am - 5pm
Friday	6/5/26	Breakdown day	8am - 5pm
Saturday	6/6/26		
Sunday	6/7/26		

Addendum A (Part 2)
Vote Center Facility Use Agreement

Vote Center Hours - Gubernatorial General

The tables below indicate what hours the Facility will be open to the public as a Vote Center as well as hours for which the Facility is reserved for Vote Center staff to have access. The California Elections Code requires Vote Centers to be open a minimum of 8 hours per day for three (3) or ten (10) consecutive days prior to Election Day and on Election Day from 7 a.m. to 8 p.m., inclusive. Vote Center staff need access a minimum of an hour before and after voting hours, and on Election Day will need access for a minimum of two hours after voting concludes.

Important: Please ensure the accuracy of the information as these dates and hours will be published and made public by the Santa Clara County Registrar of Voters.

FACILITY INFORMATION	
Facility Name	Joseph George Middle School
Building/Room Reserved	George' Annex Room
Physical Address	277 Mahoney Dr., San Jose, CA 95127

NOVEMBER 3, 2026 – GENERAL ELECTION SCHEDULE			
Day	**Date**	**Vote Center Hours**	**Reserved Hours**
Wednesday	10/21/26	Equipment Delivery & Set up	8am - 5pm
Thursday	10/22/26	Equipment Delivery & Set up	8am - 5pm
Friday	10/23/26	Equipment Delivery & Set up	8am - 5pm
Saturday	10/24/26	Early Voting 9am - 5pm	8am - 6pm
Sunday	10/25/26	Early Voting 9am - 5pm	8am - 6pm
Monday	10/26/26	Early Voting 9am - 5pm	8am - 6pm
Tuesday	10/27/26	Early Voting 9am - 5pm	8am - 6pm
Wednesday	10/28/26	Early Voting 9am - 5pm	8am - 6pm
Thursday	10/29/26	Early Voting 9am - 5pm	8am - 6pm
Friday	10/30/26	Early Voting 9am - 5pm	8am - 6pm
Saturday	10/31/26	Early Voting 9am - 5pm	8am - 6pm
Sunday	11/1/26	Early Voting 9am - 5pm	8am - 6pm
Monday	11/2/26	Early Voting 9am - 5pm	8am - 6pm
Tuesday	11/3/26	7:00 a.m. - 8:00 p.m.	6:00 a.m. - 10:00 p.m.
Wednesday	11/4/26	Breakdown day	8am - 5pm
Thursday	11/5/26	Breakdown day	8am - 5pm
Friday	11/6/26	Breakdown day	8am - 5pm
Saturday	11/7/26		
Sunday	11/8/26		

Addendum B – (Part 1)

June 2, 2026, Gubernatorial Primary Election

Vote Center Facility Use Agreement

Checklist of Needs and Equipment

Facility Requirements. *Please check each box acknowledging you are able to allow or provide:*

- ☐ Facility access for Vote Center staff one hour before and one hour after voting hours. On Election Day, Vote Center Staff will have access for one hour before voting hours and two hours after voting concludes.
- ☐ Accessibility survey conducted by Registrar of Voters representatives; additional visits to the facility may be required to test equipment or obtain additional information for vote center layout.
- ☒ Acceptance and secured storage of voting equipment delivered up to 03 day(s) prior to the opening of the Vote Center, for the duration that the Vote Center is open, and up to 03 day(s) following Election Day.
- ☐ Reserved room for Vote Center will be cleared of any unused furniture and equipment prior to Vote Center equipment delivery.
- ☐ Functioning grounded electrical outlets in designated voting area.
- ☒ Designated Building/Room for voting is free of any activities during the 10 days listed in **Addendum A**.
- ☐ Restroom access for Vote Center staff.
  - ☐ Gender-neutral restroom available?
  - ☒ Accessible restroom available?
- ☐ Sufficient inside/outside lighting.
- ☐ Air Conditioning/Heating is available each and every day listed in **Addendum A**.
- ☐ Free parking for voters and Vote Center staff.
- ☐ No plans to remodel the facility or changes to the path of travel or parking area between the date of the accessibility survey and the end of the period described in **Addendum A**.

Optional items you can provide. *Check any of the following that you will have available for the dates listed in Addendum A:*

- ☐ *Key access for Vote Center staff.
- ☐ *Badge access for Vote Center staff, if needed.
- ☐ *Alarm code access for Vote Center staff, if needed.
- ☐ *Parking passes for free Vote Center staff parking, if needed.
- ☐ (4) 8 ft. tables **or** (6) 6 ft. tables.
- ☐ (15) chairs.

**The assigned Vote Center Lead will contact the facility up to 2 weeks prior to the opening of the Vote Center and arrange a time to pick up these items.*

Addendum B – (Part 2)
November 3, 2026, Gubernatorial General Election

Vote Center Facility Use Agreement

Checklist of Needs and Equipment

Facility Requirements. *Please check each box acknowledging you are able to allow or provide:*

- ☐ Facility access for Vote Center staff one hour before and one hour after voting hours. On Election Day, Vote Center Staff will have access for one hour before voting hours and two hours after voting concludes.
- ☐ Accessibility survey conducted by Registrar of Voters representatives; additional visits to the facility may be required to test equipment or obtain additional information for vote center layout.
- ■ Acceptance and secured storage of voting equipment delivered up to 03 day(s) prior to the opening of the Vote Center, for the duration that the Vote Center is open, and up to 03 day(s) following Election Day.
- ☐ Reserved room for Vote Center will be cleared of any unused furniture and equipment prior to Vote Center equipment delivery.
- ☐ Functioning grounded electrical outlets in designated voting area.
- ■ Designated Building/Room for voting is free of any activities during the 10 days listed in **Addendum A**.
- ☐ Restroom access for Vote Center staff.
  - ☐ Gender-neutral restroom available?
  - ☐ Accessible restroom available?
- ☐ Sufficient inside/outside lighting.
- ☐ Air Conditioning/Heating is available each and every day listed in **Addendum A**.
- ☐ Free parking for voters and Vote Center staff.
- ☐ No plans to remodel the facility or changes to the path of travel or parking area between the date of the accessibility survey and the end of the period described in **Addendum A**.

Optional items you can provide. *Check any of the following that you will have available for the dates listed in Addendum A:*

- ☐ *Key access for Vote Center staff.
- ☐ *Badge access for Vote Center staff, if needed.
- ☐ *Alarm code access for Vote Center staff, if needed.
- ☐ *Parking passes for free Vote Center staff parking, if needed.
- ☐ (4) 8 ft. tables **or** (6) 6 ft. tables.
- ☐ (15) chairs.

**The assigned Vote Center Lead will contact the facility up to 2 weeks prior to the opening of the Vote Center and arrange a time to pick up these items.*

Schedule for Equipment Delivery and Pick-Up

A deployment schedule for Vote Center equipment delivery and pick-up will be created based on the information you provide below. **You will receive an email to the Primary Contact (unless another contact is listed below), 2-3 weeks before the Vote Center opens to confirm the details of equipment coming to your facility.**

Please provide the name, phone number, and email information of the person, **if different than the Primary Contact on page 1,** who will be accepting delivery of the Vote Center equipment.

Name:	Phone:	Email:

If you would like others in your organization copied on the Vote Center equipment delivery confirmation email, please list their email addresses here:

_____

Delivery of Equipment:

Equipment delivery will be scheduled for the following dates and times:

Gubernatorial Primary (June 2026): May 20, 2026 to May 22, between 8:00 AM to 5:00 PM

Gubernatorial General (November 2026): October 21 to October 23, between 8:00 AM to 5:00 PM.

☐ Equipment and Vote Center furnishings can be set up at this time. There are no other events occurring in this room.

If the Vote Center cannot be set up until a later time, state when the Vote Center can be set up:

_____.

Pick-up of Equipment:

Equipment pick-up will be scheduled for the following dates and

times: Gubernatorial Primary (June 2026): June 3, 2026 to June 5, 2026, between 8:00 AM to 5:00 PM

Gubernatorial General (November 2026): November 4, 2026 to November 6, 2026, between 8:00 AM to.

☐ After close of voting, equipment can remain set up in the Vote Center room until pick-up occurs.

OR

☐ After close of voting, equipment cannot be left out in Vote Center. All equipment must be packed up and stored in a separate location until Vote Center staff arrive to remove it. The equipment will be packed up and securely stored in the following location (name of room/building) until Vote Center staff arrive to pick it up:

_____

_____

Addendum C
Vote Center Facility Use Agreement

Certificate of Insurance Coverage

County of Santa Clara

Office of the County Executive
Department of Risk Management
Liability/Property Insurance Division
2310 North First Street, Suite 203
San Jose, California 9513 I
Tel. No. (408) 441-4340 FAX (408) 441-4341

Ins. Cert. No. FY26-044

CERTIFICATE OF COVERAGE
ISSUED BY
COUNTY OF SANTA CLARA

This is to Certify to: **All Vote Centers, Training Sites, Outreach and Presentation Sites And Election Related Activity Sites in County of Santa Clara**
County of Santa Clara Registrar Voters

That the following described coverages are in force on this date as set forth below:

Assured: County of Santa Clara
70 W. Hedding Street
San Jose, CA 95110

Insurer	Expiration
1. Self-Funded Retention	Continuous
2. Self-Funded Retention	Continuous
3. Self-Funded Retention	Continuous
4. Self-Funded Retention	Continuous
5. PRISM, Excess Insurance	06/30/2026

Type of Coverage	Limits
1. Comprehensive General & Automobile liability	$5,000,000 Per Occurrence
2. Workers' Compensation	Statutory
3. Physical Damage	$ 50,000 Per Occurrence
4. Pollution Liability	$ 250,000 Per Occurrence
5. Pollution Liability	$1,000,000 Per Occurrence

This certificate of coverage is provided by the County of Santa Clara to the above named certificate holder. The coverage specified herein will not be cancelled or reduced without thirty (30) days written notice from County of Santa Clara to the certificate holder. This certificate pertains to the County of Santa Clara, Registrar of Voters for 2025 and 2026 elections, Election Officer Training, deliver , set-up and retrieval of equipment. This certificate expires June 30, 2026.

Hank Ford
Insurance Contracts & Claims Manager
May 21, 2025

HF

FY26-044November2025&20260ElectionROV

Date	Operating hours	First Shift	Total Hours	Second Shift	Total Hours	Daily Hours	Daily Cost
Wednesday 5/20/26	8:00 a.m. – 5:00 p.m.	7:30am-1:30pm	6	1:00pm-6:00pm	5	11 hours at reg	447.48
Thursday 5/21/26	8:00 a.m. – 5:00 p.m.	7:30am-1:30pm	6	1:00pm-6:00pm	5	11 hours at reg	447.48
Friday 5/22/26	8:00 a.m. – 5:00 p.m.	7:30am-1:30pm	6	1:00pm-6:00pm	5	11 hours at reg	447.48
Monday 5/25/26	8:00 a.m. – 6:00 p.m.	7:30am-1:30pm	6	3:00pm-7:00pm	4	10 hours at reg	406.8
Tuesday 5/26/26	8:00 a.m. – 6:00 p.m.	7:30am-1:30pm	6	3:00pm-7:00pm	4	10 hours at reg	406.8
Wednesday 5/27/26	8:00 a.m. – 6:00 p.m.	7:30am-1:30pm	6	3:00pm-7:00pm	4	10 hours at reg	406.8
Thursday 5/28/26	8:00 a.m. – 6:00 p.m.	7:30am-1:30pm	6	3:00pm-7:00pm	4	10 hours at reg	406.8
Friday 5/29/26	8:00 a.m. – 6:00 p.m.	7:30am-1:30pm	6	3:00pm-7:00pm	4	10 hours at reg	406.8
Monday 6/1/26	8:00 a.m. – 6:00 p.m.	7:30am-1:30pm	6	1:00pm-7:00pm	6	12 hours at reg	488.16
Tuesday 6/2/26	6:00 a.m. – 10:00 p.m	5:30am-2:00pm	8	2:00pm-10:30pm	8	16 hours at reg	650.88
Wednesday 6/3/26	8:00 a.m. – 5:00 p.m.	7:30am-1:30pm	6	1:00pm-6:00pm	5	11 hours at reg	447.48
Thursday 6/4/26	8:00 a.m. – 5:00 p.m.	7:30am-1:30pm	6	1:00pm-6:00pm	5	11 hours at reg	447.48
Friday 6/5/26	8:00 a.m. – 5:00 p.m.	7:30am-1:30pm	6	1:00pm-6:00pm	5	11 hours at reg	447.48
Saturday 5/23/26	8:00 a.m. – 6:00 p.m.	7:30am-10:30am	3	4:00pm-7:00pm	3	6 hours at OT	366.12
Saturday 5/30/26	8:00 a.m. – 6:00 p.m.	7:30am-10:30am	3	4:00pm-7:00pm	3	6 hours at OT	366.12
Sunday 5/24/26	8:00 a.m. – 6:00 p.m.	7:30am-10:30am	3	4:00pm-7:00pm	3	6 hours at DT	454.92
Sunday 5/31/26	8:00 a.m. – 6:00 p.m.	7:30am-10:30am	3	4:00pm-7:00pm	3	6 hours at DT	454.92
							7500

REG hourly rate 40.68

OT hourly rate 61.02

DT hourly rate 81.36

2.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Subject: **Approve Contract with Jones Hall as Bond and Disclosure Counsel**

Type: Action

Support Information: Jones Hall will serve as the District's Bond and Disclosure Counsel. The District requires the services of nationally recognized bond counsel in connection with the proposed issuance of general obligation bonds and other debt instruments it may incur with respect to the financing of facilities compliance with all applicable federal and state laws. Attached is the proposed contract between the District and Jones Hall for the Board's consideration.

Fiscal Impact: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the contract with Jones Hall.

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

To the Board of Trustees:

Recommend Approval

2.4
Agenda Placement

Meeting: March 5, 2026
Special Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

LEGAL SERVICES AGREEMENT

BETWEEN THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT OF SANTA CLARA COUNTY, CALIFORNIA AND JONES HALL LLP FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES

This LEGAL SERVICES AGREEMENT (the "Agreement") is entered into this ___ day of March, 2026, between the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (the "District" or the "Client") and JONES HALL LLP, San Mateo, California ("Attorneys");

BACKGROUND:

WHEREAS, the District requires the services of nationally recognized bond counsel ("Bond Counsel") in connection with the proposed issuance of general obligation bonds and other debt instruments it may incur with respect to the financing of facilities improvement projects in the District and meeting other financing needs in order to ensure compliance with all applicable federal and state laws;

WHEREAS, the District also requires the services of disclosure counsel ("Disclosure Counsel") with respect to debt issuance which are publicly offered in order to ensure compliance with all applicable disclosure requirements including those of the U.S. Securities and Exchange Commission; and

WHEREAS, Attorneys are qualified by training and experience to perform the services of Bond Counsel and Disclosure Counsel and Attorneys are willing to provide such services to the District; and

WHEREAS, Attorneys have submitted a written proposal (the "Proposal") to the District in response to a request for proposal process, and a shareholder of Attorneys has been interviewed by the District governing board at a public and open meeting and obtained the highest score on the responses to a set of prepared questions as compared with four other firms participating in the interview process; and

WHEREAS, the parties hereto desire to enter into this agreement reflecting the terms and conditions of engagement for the services identified herein, and reflecting the compensation terms as set forth in the Proposal; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement;

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, the District and Attorneys agree as follows:

Section 1. Attorney-Client Relationship. Upon execution of this Agreement, the District will be Attorney's client and an attorney-client relationship will exist between the District and Attorneys. Attorneys assume that all other parties participating in the bond

financing will retain such counsel as they deem necessary and appropriate to represent their interests in connection with the issuance of the bonds. Attorneys further assume that all other parties understand that in this transaction Attorneys represent only the District, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys' services as Bond Counsel and Disclosure Counsel are limited to those contracted for in this Agreement; the District's execution of this Agreement will constitute an acknowledgment of those limitations. Attorneys' representation of the District will not affect, however, our responsibility to render an objective Bond Opinion (defined below).

Section 2. Scope of Engagement as Bond Counsel. Attorneys shall perform all of the following services as Bond Counsel in connection with the issuance and sale of bonds or other debt instruments issued for long term, short term or interim financing needs (referred to herein as "Bonds"):

a. Consultation and cooperation with the District and District staff to assist in the formulation of a coordinated financial and legal approval and issuance of the Bonds.

b. Preparation of all legal proceedings for the lawful calling of the election for the Bonds (if applicable), including preparation of a resolution of the governing board of the District calling the Bond election, and advising District during the election period with respect to appropriate informational and non-partisan activities.

c. Preparation of all legal proceedings for the authorization, issuance and delivery of Bonds by the District; including (a) preparation of a resolution of the governing board of the District authorizing the issuance and sale of the Bonds and approving related documents and actions, (b) preparation of all related financing documents, (c) preparation of all documents required for the closing of the issue, (d) supervising the closing, and (e) preparation of all other proceedings incidental to or in connection with the issuance and sale of the Bonds.

d. Advising the District, from the time Attorneys are hired as Bond Counsel until the Bonds are issued, as to compliance with federal tax law as required to ensure that interest on the Bonds is exempt from federal income taxation (assuming such issue is issued on a tax-exempt basis).

e. Upon completion of proceedings to Attorneys' satisfaction, providing a legal opinion (the "Bond Opinion") approving the validity and enforceability of the proceedings for the authorization, issuance and delivery of the Bonds, and stating that interest on the Bonds is (a) excluded from gross income for purposes of federal income taxes and (b) exempt from California personal income taxation. The Bond Opinion will be addressed to the District, and may also be addressed to the underwriter of the Bonds and other participants in the financing. The Bond Opinion shall be modified, as appropriate, if any portion of the Bonds is issued on a taxable basis.

f. Review those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the

Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, and federal tax law and securities law provisions applicable to the Bonds, as to completeness and accuracy.

g. Assist the District in presenting information to bond rating agencies and providers of credit enhancement such as bond insurance relating to legal issues affecting the issuance of the Bonds.

h. Such other and further services as are normally and traditionally performed by bond counsel in connection with similar financings.

Attorneys' Bond Opinion will be delivered by Attorneys on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities, and will represent Attorneys' judgment as to the proper treatment of the Bonds for federal income tax purposes. Attorneys' opinion is not binding on the Internal Revenue Service ("IRS") or the courts. Attorneys cannot and will not give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the "Code"), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. Client acknowledges that future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Bond Opinion, Attorneys will rely upon the certified proceedings and other certifications and opinions of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the District with applicable laws relating to the Bonds.

Section 3. Scope of Engagement as Disclosure Counsel. Attorneys shall perform all of the following services as Disclosure Counsel in connection with the issuance and sale of the Bonds:

a. Prepare the disclosure document to be reviewed by potential Bond investors, known as the Official Statement (both preliminary and final), or other disclosure documents in connection with the offering of the Bonds.

b. Confer and consult with the officers and administrative staff of the District as to matters relating to the Official Statement.

c. Attend meetings in person, virtually or by conference line at which the Official Statement is to be discussed, as deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official

Statement.

d. On behalf of the District, prepare the bond purchase contract or official notice of sale pursuant to which the Bonds will be sold and a continuing disclosure certificate of the District to assist the underwriter with complying with Securities and Exchange Commission Rule 15c2-12.

e. Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter of Attorneys addressed to the District and the underwriters stating that although Attorneys are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and make no representation that Attorneys have independently verified the accuracy, completeness or fairness of any such statements, no facts have come to Attorneys' attention that cause Attorneys to believe that the Official Statement as of the date of the Official Statement or the date of Closing contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that Attorney's may exclude from said statement any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning bond insurance (if any) or the Depository Trust Company and the book-entry system for the Bonds, if applicable.

Section 4. Excluded Services. Our duties in this engagement are limited to those expressly set forth above in Section 2 and Section 3, except as expressly set forth in a written amendment to this Agreement. Among other things, our duties do not include:

a. Preparing requests for tax rulings from the Internal Revenue Service, or "no-action" letters from the Securities and Exchange Commission.

b. Preparing blue sky or investment surveys with respect to the Bonds, or performing research regarding the District's past compliance with regard to prior undertakings pursuant to Securities and Exchange Commission Rule 15c2-12, if any.

c. Drafting state constitutional or legislative amendments.

d. Pursuing test cases or any other form of litigation, such as contested validation actions or legal challenges which arise during the election proceedings or bond issuance process. Attorneys will consult with outside litigation counsel obtained by the District in the event of any such challenges and provide guidance on legal theories and arguments however the District acknowledges that Attorneys serve the District in a transactional role as Bond Counsel and Disclosure Counsel and are not litigators.

e. Making an investigation or expressing any view as to the creditworthiness of the Client or the Bonds.

f. After Closing, unless specifically requested to do so by District, providing

advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking under Securities and Exchange Commission Rule 15c2-12.

g. Representing the District in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations, if any such proceedings arise or are commenced.

h. After Closing, unless specifically requested to do so by District, and agreed to by Attorneys, providing continuing advice to the District or any other party concerning any actions that need to be taken regarding the Bonds; e.g., actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

i. Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the District may choose as an investment vehicle for the proceeds of the Bonds, unless the District and Attorneys agree on the terms of such review and compensation for such review.

j. Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivative financial products, such as an interest rate swap agreement, that the District may choose to enter into in connection with the issuance of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.

k. Reviewing, advising or opining on service contracts relating to proposed bond projects such as architect contracts, construction contracts or the methods of obtaining said services, or providing advice or opining on or reviewing applications relating to federal or state grant programs or other matching fund programs, each of which are beyond the scope of expertise of Attorneys.

l. Other than explaining legal requirements or other relevant considerations, Attorneys will not advise on financial or business decisions with respect to a proposed issue, such as the par amount of the debt to be issued or other pricing variables.

m. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Section 5. Conflicts; Prospective Consent. Attorneys represent many political subdivisions throughout the State of California, and at times investment banking firms as underwriter's counsel. Attorneys are prohibited by State law from representing an underwriter on the same transaction in which it represents the District. Attorneys do not believe their representations of other public entity clients and investment banking firms on matters not related to the District's Bonds will adversely affect Attorneys' ability to represent the District as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of the District, or because the potential for such

adversity is so remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds by the District. Execution of this Agreement will signify the District's consent to Attorneys' representation of other public entities and investment banking firms consistent with the circumstances described in this paragraph.

Section 6. Compensation. For the services of Attorneys performed pursuant to the terms of this Agreement, the following fees shall apply:

(a) Bond Counsel Services – GO Bonds.

Flat fee per Bond series: $70,000 per series.

(b) Disclosure Counsel Services – GO Bonds.

Flat fee per Bond series: $25,000 per series.

(c) Bond Counsel Services – Certificates of Participation.

Flat fee per Bond series: $75,000 per series.

(d) Disclosure Counsel Services – Certificates of Participation.

Flat fee per Bond series: $30,000 per series.

(e) Expense Recovery. Expenses incurred in connection with the representation, such as travel and preparation of bond transcripts, are an additional fee but will be capped at $1,500 per issuance.

(f) GO Bond Election Legal Services: In the event that the District calls a general obligation bond election, a one-time flat fee of $5,000 per measure, which includes drafting the Resolution calling the bond election and providing legal counsel to the District during the period leading up to the election date.

The foregoing fees are not set by law but are negotiable between Attorneys and District.

To the extent the District requires Bond Counsel and/or Disclosure Counsel services in connection with other financings not described herein which Attorneys are qualified to provide, this Agreement may be supplemented by addenda providing the applicable fee.

Section 7. Responsibilities of the District.

(a) General. The District will cooperate with Attorneys and furnish Attorneys with certified copies of all proceedings taken by the District, or otherwise deemed necessary by Attorneys to render an opinion upon the validity of the proceedings. During the course of this engagement, Attorneys will rely on District to provide Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. Attorneys are not responsible for costs and expenses incurred

incidental to the actual issuance and delivery of the Bonds, including the cost of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, and printing and publication costs.

(b) Federal Tax Law-Related Responsibilities. The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. As a condition of Attorneys issuing their opinion, you will be required to make certain representations and covenants to comply with certain restrictions designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. Attorneys' opinion will assume the accuracy of these representations and compliance with these covenants. Attorneys will not undertake to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. In this regard, Bond Counsel shall undertake to assist District in becoming familiar with the relevant requirements and restrictions necessary for the Bonds to qualify for exemption from federal income taxation and to provide guidance as to required due diligence both before and after issuance of the Bonds in complying with these requirements.

Section 8. Independent Contractor. Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the District.

Section 9. Prohibition on Political Contributions. Attorneys acknowledge that on December 18, 2025, the Board of Trustees of the district adopted Board Resolution #33-25/26 prohibiting political contributions by firms contracting with the District, and defining appropriate certification, disclosure, and enforcement mechanisms. As a condition of the execution and delivery of this Agreement, Attorneys shall submit a signed Certification under penalty of perjury affirming compliance with the provisions of Resolution #33-25/26.

Section 10. Assignment. Attorneys may not assign their rights or delegate their obligations under this Agreement, in whole or in part, except with the prior written consent of the District.

Section 11. Termination of Agreement.

(a) This Agreement shall commence upon approval on the date hereof and shall continue in full force and effect through June 30, 2027, unless terminated sooner by either party in accordance with this Section 11. The term of this Agreement may be extended for up to two additional terms of one year in duration, as agreed by the District and Attorneys in writing and subject to ratification or approval of the District's governing board.

(b) Termination by District. This Agreement may be terminated at any time by the District with or without cause upon written notice to Attorneys.

(c) Termination by Attorneys. This Agreement may be terminated by Attorneys upon 15 days' written notice to the District if the District fails to follow written legal advice given by Attorneys.

(d) Consequences of Termination. In the event of termination, all finished and unfinished documents shall at the option of the District become its property and shall be delivered to the District by Attorneys.

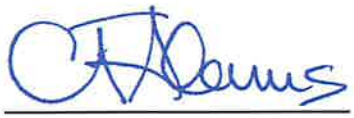
* * * * *

IN WITNESS WHEREOF, the District and Attorneys have executed this Agreement as of the date first above written.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By _____
Superintendent

JONES HALL LLP



Charles F. Adams
Partner



Courtney L. Jones
Partner

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

CONTRACTOR CERTIFICATION:
PROHIBITION ON POLITICAL CONTRIBUTIONS

CONTRACTOR NAME: Jones Hall LLP ("Contractor")

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

By signing below, Contractor certifies the following:

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

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

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

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

Sandra Garcia, Interim Superintendent

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

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

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

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

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

Dated: March 3. 2026

"Contractor"

CF Adams

Print name: Charles F. Adams

Title: Partner

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

ALUM ROCK UNION SCHOOL DISTRICT

RESOLUTION NO. 33-25/26

RESOLUTION ADOPTING A POLICY PROHIBITING POLITICAL CONTRIBUTIONS BY CONTRACTED FIRMS

Adopted: December 18, 2025

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

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

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

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

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

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

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

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

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

Contractor Political Contribution Prohibition

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES: 4
NOES: 0
ABSENT: 0
ABSTAIN: 0

Signed by:
Minh Pham
6E9EAC83459C459...
Clerk of the Governing Board

Date: December 18, 2025