ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
March 26, 2026

03/26/2026 - 05:30 PM
Join Zoom Meeting 87224058554
2930 Gay Avenue, San Jose, CA 95127
District Board Room

AGENDA

Code: Regular #24-25/26
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/87224058554
Webinar ID: 872 2405 8554
Or One tap mobile:
+6699006833, 87224058554# 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.

Presentations/Recognitions involving students will be moved forward in the agenda.

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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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. Copita Tournament 2026 - Recognition

   Alum Rock congratulates the first-place winners of the district-wide Copita soccer tournament, recognizing the outstanding athleticism, teamwork, and sportsmanship demonstrated by all participating schools.

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. Report and Recommendation of the Mapping Committee; Consideration and Approval of Resolution #67-2025/2026 Re: Intent to Initiate a Change of District's Election System from At-Large Trustee Elections to By-Trustee Area Elections in Single-Member Trustee Areas and Directing Superintendent to Retain Appropriate Consultants, Including Demographer and Community Outreach Consultants to Support the Board of Trustees In This Process.
2. Designation of Independent Auditing Firm and Approve Contract for Services and Approve Establishment of Audit Committee.
3. Approval of the contract with WBCP to support the Board with the search for a permanent superintendent.
4. Discussion/Action to Approve Change of the Name of the Cesar Chavez Early Learning Center to the "Mayfair Early Learning Center.

   The Board is requested to approve the change of name of the Cesar Chavez Early Learning Center to the "Mayfair Early Learning Center". Board Policy 7310 (Naming of Facility) provides that:

   The Board of Trustees can rename another school site or district facility using the name of a previously closed school or district facility by adoption of a resolution passed by a majority vote of the board. The names eligible previously for this expedited process are listed as follows:

   13. Mayfair (predecessor name of Cesar Chavez Early Learning Center)

   The Board is requested to exercise its authority per Policy 7310 and approve the change in the name of the facility to the "Mayfair Early Learning Center" effective immediately and to change all signage, market and community collateral and informational handouts and the District website to the new name.

5. Rescind Resolution No. 51-25/26 - proclaiming March 31, 2026, as Cesar Chavez Day.

   At the March 12, 2026, Board meeting (agenda item 10.1), the Board (by a vote 4-1, Board President Linda Chavez voting no) approved Resolution No. 51-25/26 proclaiming March 31, 2026, as Cesar Chavez Day. In light of the newly-surfaced disturbing, shocking and detailed allegations and reports of sexual abuse by Cesar Chavez, the Board is requested to rescind Resolution No. 51-25/26 proclaiming March 31, 2026, as Cesar Chavez Day. The district stands with the reported victims and all victims of sexual abuse and misconduct.

6. Fiscal Crisis and Management Assistance Team FCMAT Extraordinary Audit Findings

In September 2025, the Santa Clara County Superintendent of Schools and the Fiscal Crisis and Management Assistance Team (FCMAT) agreed to conduct an extraordinary audit of the Alum Rock Union Elementary School District. The purpose of the audit was to determine whether fraud, misappropriation of funds, or other improper fiscal practices may have occurred related to Board of Trustee reimbursements during fiscal years 2022-2023, 2023-2024, and 2024-2025.

FCMAT developed and performed audit procedures to review and evaluate district reimbursement practices related to the Board of Trustees. The audit scope, objectives, and transaction testing were established based on the FCMAT study team's professional experience and judgment.

Dr. Toston will present a report containing the study team's findings and recommendations.

***INFORMATION ONLY**

7. Determination to Conduct Voter Survey Research for Potential November 2026 GO Bond & Parcel Tax Measures

   At its February 26, 2026 meeting, the Board of Trustees received a presentation from Dale Scott, the district's Financial Advisor, regarding the potential placement of a general obligation bond measure and a parcel tax measure on the November 2026 ballot.
   Proposed Survey Research
   With Board approval, Dale Scott & Co. ("DS&C") will conduct voter survey research to evaluate community support for these potential ballot measures. The survey will collect voter demographic information and assess attitudes toward district projects, taxpayer protections, and potential tax rate amounts.

8. Approve the Public Bid Waiver Application to the Waiver Office of the State Board of Education.

   The District's Board of Trustees in Resolution #15-25/26 has declared the following former school sites as exempt surplus land:

   1. Former Sylvia Cassell Elementary School site, 1300 Tallahassee Dr., SJ, CA 95122-3939;
   2. Former Donald Meyer Elementary School site, 1824 Daytona Dr., SJ, CA 95122-1719;
   3. Former Horace Cureton Elementary School site, 3720 East Hills Dr., SJ, CA 95127-2418;
   4. Former A.J. Dorsa Elementary School, 1290 Bal Harbor Dr., San Jose, CA 95122-1902;
   5. Former Joseph George Middle School site, 277 Mahoney Dr., San Jose, CA 95127-3547.

   The District intends to apply to the SBE to waive all of California Education Code (EC) sections 17472, 17473, 17474, and portions of sections 17455, 17466, 17468, 17470, and 17472. Those provisions provide for a public bid process for surplus school property, which requires a district to specify terms and conditions for the sale or lease of surplus property, and then sell or lease to the highest bidder. If waiver is granted, this will allow the District to sell or lease the properties in a manner that best serves the District schools and community through the request for proposal (RFP) and negotiated process.

   On Monday, March 9 the 7-11 Advisory Committee held a public hearing to consider the proposed SBE Waiver Application. The Committee unanimously accepted the SBE Waiver Application with the recommendation that the District not sell, rather, ground lease the exempt surplus properties.

9. Direction to Negotiate Partnership Agreement with Eastridge Little League for Use of Fischer Middle School Fields.

10. Approve Longevity Increments to Assistant Superintendent of Human Resources and Assistant Superintendent of Business Services.

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

1. Resolution No. 65-25/26 Designation of Specific Material, Product, Thing, or Service for Construction Contract (Roofing Materials).

Pursuant to California Public Contract Code section 3400 ("PCC section 3400") and other applicable law, the District seeks to designate roofing materials from the Garland Company, Inc. (Products) as the sole source of acceptable materials, products, or services for all contracts, in order to match other products currently in use on public improvements that are either completed or in the course of completion.

2. Reject all bids for the Renaissance at Fischer School Roof Replacement Project (Bid No. 2526-Bonds05, Project #25).

   The Alum Rock Union School District (the "District") prepared plans and specifications and conducted a public bid process for the Renaissance at Fischer School Roof Replacement Project. Bids were opened on March 9, 2026, and the District received bids from interested contractors in response to its Notice Inviting Bids. After reviewing the bids received and evaluating the District's project needs and budget, District staff has determined that it is in the best interest of the District to reject all bids for this project at this time. District staff intends to rebid the project at a future date.

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. Approve Home to School Transportation Plan for Fiscal Year 2026-2027

   The Budget Act of 2022, along with Education Codes 39800.1 and 41850.1, provides ongoing support to reimburse local educational agencies (LEAs) for up to 60% of their transportation costs, less the LCFF transportation add-on each year. Pursuant to these codes, ARUSD's Home-to-School (HTS) Transportation Plan for FY 2026–27 provides transportation for students with disabilities (per IEPs), students attending nonpublic schools, and students impacted by school closures, as well as for field trips and extracurricular activities. Services prioritize transitional kindergarten, kindergarten, grades 1–6, and low-income students. The plan ensures equitable access to educational programs, compliance with state and federal requirements, and shall be adopted by the LEA's governing board by April 1 each year. The reimbursement for FY 2026-27 is estimated to be $518,539.

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

1. Approve School Sponsored Field Trips

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

2. Resolution No.52-25/26 Public School Volunteer Week- April 20-24, 2026

   The Alum Rock Union Elementary School District is privileged to have a group of men and women who tirelessly volunteer in our schools to provide support in the classrooms, offices, and playgrounds. Hundreds of Alum Rock volunteers have enriched the lives of students and staff and have made Alum Rock schools a better place in which to study and teach. April 20 – April 24, 2026, is *Public School Volunteer Week*. A focus on volunteers during this week is a modest way to say thank you and recognize Alum Rock volunteers for demonstrating, on a daily basis, the true spirit of giving. *Public School Volunteer Week* reflects the power that volunteers have to "inspire by example", since volunteers both encourage those they help, motivate others to serve, and are positive role models for our children and our community.

3. National Environmental Education Week – April 20-26, 2026

   National Environmental Education Week (EE Week), the nation's largest environmental education event held each year the week before Earth Day, inspires environmental learning and stewardship among K-12 students. The goal is to give students a greater understanding of the environment and gain the skills necessary to solve environmental crises impacting our planet. This year, the National Environmental Education Week will be held April 20-26.

4. Resolution No. 53-25/26 Proclaiming April 2026 "Bilingual/Multilingual Learner Advocacy Month"

   This resolution proclaims the month of April 2026, as "Bilingual/Multilingual Learner Advocacy Month" and encourages all educational communities to celebrate Bilingualism and Multilingualism with meaningful student activities and programs that demonstrate learning and understanding the value and importance of being a bilingual/multilingual learner. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest quality education

for all students.

11. 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. Approve Declaration of Need for Fully Qualified Educators for 2026/2027

   This is required to meet the procedures for issuing and renewing emergency permits consistent with Title V regulations pertaining to Section 80026 Declaration of Need for Fully Qualified Educators.

2. Resignations (Information Only)

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

12. 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 CDW Government Services Contract for the 2026/2027 SY. This contract will replace all Wi-Fi for all open school sites and the district office during the 2026-2027 school year. Submitted by Information Technology Services, $671,769.82 dollars.

   Following a Request for Proposal (RFP) process conducted in accordance with E-Rate guidelines, four vendor responses were received and evaluated. The District has elected to award the contract for the acquisition of Arista Wi-Fi infrastructure to Value-Added Reseller (VAR) CDW. The total project cost of $671,769.82 will be funded as follows: 15% by the District ($100,765.47) and the remaining balance by E-Rate Category 2 Funds ($571,004.35). This upgrade will replace all WiFi for all open school sites and the district office.

2. Approve Orenda Education Services Contract for the 2026/2027 SY. This contract will provide equity leadership, professional learning, administrative coaching, and data review to support student acceleration during the 2026-2027 school year. Submitted by Academic Services, $377,027.00 dollars.

   Orenda Education will provide the Alum Rock Union School District with a range of comprehensive district support in Phase 2 focused on three key pillars: 1. Leadership Development: Executive coaching, Admin Power Clinics, and site-based mentorship. 2. Data & Strategy: Technical assistance with data systems and assessment support to guide strategic planning. 3. Instructional Excellence: Collaborative learning walks, assessment development, guidance alignment and multi-level lesson sessions to align curriculum with student needs.

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

1. Approval of Minutes for the following meetings: March 12, 2026, Regular Board Meeting and March 12, 2026, Special Board Meeting.

2. Acceptance of Donations

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

3. Approval of Fundraising Activities

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

4. 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.

5. Approve Contracts for Professional Services-Firms/Organizations

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

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE

Lyndale Elementary School Jackie Montejano	03/27/2026- 06/30/2026	Community School of Music and Art	$8,500.00	CSMA will provide four paint night experiences for Lyndale ES students in all grades and one community family art night. CSMA will provide all materials and supplies, professional teaching artists, food, and refreshments. CSMA will also supply a promotional flyer for the school to share in advance of the community family art night. Funding: Restricted
Lyndale Elementary School Jackie Montejano	03/27/2026- 06/30/2026	Parent Institute for Quality Education (PIQE)	$14,500.00	PIQE will facilitate an 8-week Family Engagement Program designed to educate, empower, and inspire parents to take an active role in helping their children stay engaged in school, improve academic performance, build positive relationships, and prepare for post-secondary education. Funding: Restricted
Painter Elementary School Dr. Joseph Manluco	04/01/2026- 04/30/2026	United Audio & Visual	$250.00	United Audio & Visual will provide services for Ben Painter's Student/Parent dance on April 28th, 2026 for 2 hours. Funding: Restricted
Ryan Elementary School Clarissa Johnston-Abril	05/01/2026- 05/01/2026	Fun Services Bay Area	$3,016.23	Fun Services Bay Area will provide games and prizes for our Family engagement day. Fun Services Bay Area will set up and tear down each of the games on the blacktop. Games will be supervised by volunteers of Ryan families and City Year. Funding: Restricted
Business Services Teresa DeCelles	05/01/2026- 06/30/2027	Crowe LLP	$91,350.00	Yearly Audit and Reporting on the Financial Statements of Alum Rock School District for the Fiscal Year Ending June 30, 2026. Completion of Modified Accrual to Full Accrual Conversion Entries required by GASB 34. Funding: General
Business Services	07/01/2026-	Crowe LLP	$16,275.00	Yearly Audit and Reporting

Teresa DeCelles	06/30/2027			on the Financial Statements and Performance Audit of Alum Rock School District Bond Program for Measure I and Measure S for the Fiscal Year Ending June 30, 2026. Funding: Restricted
M.O.T. Eric Wasinger	02/24/2025- 02/28/2026	Restoration Management Company	$1,950.00	Ratify - Asbestos Testing Due to Fire Damage at Hubbard Multi-Purpose Room and Kitchen. Funding: General
M.O.T. Eric Wasinger	03/27/2026- 06/30/2026	United Mechanicals Inc.	$84,887.00	United Mechanicals will provide service to remove, replace, and install a new outdoor walk-in refrigerator at Aptitud Academy at Goss. Funding: Restricted
Special Education Anthony Colonna	01/30/2026- 06/30/2026	Mind by Design	$24,000.00	Contract Extension: CO 268271, Board approved February 12, 2026. Original Contract amount: $8,000. New Contract amount: $32,000. Mind by Design will conduct an Independent Educational Evaluation (IEE) in the area of Psycho-educational evaluation (includes achievement) per parent request. Funding: Restricted
Special Education Anthony Colonna	01/30/2026- 06/30/2026	Bird-Kern-Dalma	$2,500.00	Contract Extension: CO 268267, Board approved January 29, 2026. Original Contact amount: $3,000. New Contract amount: $5,500. Parent requested an Independent Evaluation (IEE) in the area of AAC. Funding: Restricted

6. Approve Memorandum(s) of Understanding

The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated March 26, 2026.

SCHOOL/ DEPARTMENT	**DATE OF SERVICE**	**CONSULTANT NAME**	**COST**	**PURPOSE**
Human Resources Cesar Torrico	08/01/2026- 07/31/2029	Alliant University	No cost	School Psychology and School Counseling Program Student Internship MOU. Teacher

				Education Credential Program: University Intern Candidates- University Internship Programs are designed to be partnerships between institutions of higher education and public schools to meet the growing needs for qualified teachers. Funding: Not Applicable
Human Resources Cesar Torrico	03/27/2026- 03/26/2029	Grand Canyon University	No cost	Candidates of GCU may participate in College of Education Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences School Counseling Practicum/Internships at the schools located in the District. Funding: Not Applicable
Academic Services Dr. Kiela Jimenez	03/27/2026- 06/30/2026	San Jose State University	$3,012.00	SJSU will provide facilities and rentals for eight middle schools. The advanced bands from all five Alum Rock middle schools will participate in the 2026 ARUSD Band Festival held at San Jose State University. Students will play for their peers and participate in a clinic held by high school and college directors. Funding: Restricted

7. 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. April 16, 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: March 26, 2026

Subject: **Copita Tournament 2026 - Recognition**

Staff Analysis: We are thrilled to congratulate the winning teams of the Copita Tournament, ARUSD's district wide soccer tournament, where all Alum Rock schools competed for the championship titles. The athleticism, teamwork, and sportsmanship displayed by all participants was truly remarkable. Alum Rock wants to extend our heartfelt congratulations to the first-place winners. They each triumphed in their respective divisions, and we celebrate the dedication and hard work of both the students and coaches.

Fiscal Impact: None

Budgeted: No Cost

Budget Source: Not Applicable

Recognition Only:

Submitted by: Emily McChristian EM Title: POSA - VAPA, P.E. & Sports

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

To the Board of Trustees: Meeting: March 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: _____

7.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 23, 2026

Subject: **Report and Recommendation of the Mapping Committee; Consideration and Approval of Resolution No. 67-2025/2026 Intent to Initiate a change of District's Election System At-Large Trustee Elections to By-Trustee Area Elections in single Member Trustee AREAS and Directing Superintendent to Retain appropriate consultants, including Demographer and Community outreach consultants to Support the Board of Trustees in this process.**

Support Information:

The District currently has an at-large election system whereby each of the District's Governing Board members are elected by voters throughout the entire District. A district-based election system is one in which the ARUSD would divided into separate districts, each with one Board member who resides in that district and who is elected only by voters residing in that particular district.

District voters have a long history of electing members of protected classes to its Board of Trustees and the District's diverse communities have been well-represented by the current at-large voting system. Nevertheless, the public interest may also be well-served by the election of its governing board members in "by-trustee area" district-based elections, i.e., elections in which "one or more members residing in each trustee area [is] elected by the registered voters of that particular trustee area."

The attached Resolution is presented for Board consideration and approval which would proclaim the District's intent to transition from at-large elections to district-based elections, outlining the steps it will take to fully facilitate the entire transition and the estimated time frame to complete the transition. If the Board approves the proposed resolution, then this process will ultimately culminate in the Board approving a map for district-based elections and taking an action setting the sequence of elections for the transition to district-based elections.

Prior to taking those final actions, the District must first hold a number of noticed Public Hearings to take public input on identifying communities of interest within ARUSD, and to hear from the public about how the districts should be drawn. The District will be assisted in this process by demographers and legal counsel to ensure compliance with the California law. Prior to the preparation and presentation of any proposed maps, the District must hold at least two public hearings to allow opportunity for the public to provide input regarding the composition of the districts.

Draft maps will be prepared and revised (as appropriate) by a demographer after consideration of community interests and input from the public hearings, and a proposed sequence of elections will be prepared. Thereafter, the District will hold at least two additional public hearings to consider and take public input regarding the content of the draft map or maps and the proposed sequence of elections.

All draft maps and revised maps will be published at least seven (7) days before any scheduled public hearing to consider the maps to allow the public sufficient time and opportunity to review and consider the draft and/or revised maps and prepare comments and alternatives.

Throughout this process, the District will host and maintain a webpage dedicated to the transition to district-based elections, and all information gathered in the process will be posted to that webpage. This will include, among other things, any and all staff reports, resolutions, draft maps, public feedback, the final Board action and adopted map, and details on the final sequencing of district elections. All hearings will be open to the public in compliance with the Brown Act.

As indicated in Exhibit A to the attached draft Resolution, the Board will need to set public hearing date and a date for final Board action as part of the Resolution.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees:

Meeting: March 26, 2026
Regular Board Meeting

7.1

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Resolution #67 2025/2026
Re: Intent to Initiate a Change of District's Election System from At-Large Trustee Elections to By-Trustee Area Elections in Single-Member Trustee Areas and Directing Superintendent to Retain Appropriate Consultants, Including Demographer and Community Outreach Consultants to Support the Board of Trustees In This Process

RECITALS

1. Members of the Board of Trustees of the Alum Rock Union Elementary School District ("School District" or "District") are currently elected in "at-large" elections, i.e., elections in which "each governing board member [is] elected by the registered voters of the entire school district" [Education Code section 5030(a)]; and

2. The District voters have a long history of electing members of protected classes to its Board of Trustees; and

3. It is the view of the Board of Trustees that the public interest would be well-served by election of its governing board members in "by-trustee area" elections, i.e., elections in which "one or more members residing in each trustee area [is] elected by the registered voters of that particular trustee area[,]" [Education Code section 5030(b)]; and

4. It is the intent of the Board of Trustees to change to single-member trustee areas for election of its members by-trustee area; and

5. It is the intent of the Board of Trustees that this change be implemented for the earliest possible election consistent with Education Code sections 5019 and 5020(a)(2); and

6. The adoption of by-trustee area elections will not affect the terms of any sitting Trustee, each of whom would complete his or her current term; and

7. Elections Code section 10010 sets forth a process for the transition to single-member trustee areas and requires that the Board of Trustees set forth in this Resolution the specific steps it will undertake to facilitate this transition and an estimated timeframe for doing so; and

8. Elections Code section 21130 sets forth the criteria that a school district must use when establishing by-trustee area elections; and

9. California Education Code sections 5019(a), 5019(c)(1) and 5030 authorize the Santa Clara County Committee on School District Organization ("County

Committee"), upon application of a school district's governing board, to approve a change in the method of election in a school district under its jurisdiction; and

10. It is the intent of District's Board of Trustees upon completion of the process set forth in Elections Code section 10010 to apply to the County Committee to approve the change in the method of electing trustees from at-large to by-trustee area elections in single-member trustee areas; and

11. If the County Committee approves this request to change the method of electing board members, Education Code section 5020(a)(2) exempts the County Committee from the obligation to submit its approval to the electorate because the change is being made in furtherance of the purposes of the CVRA, which exempts by-trustee area electoral systems from liability under that Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT THAT:

A. The above Recitals are true and correct.

B. The Board of Trustees hereby states its intent to transition to by-trustee area elections in single-member trustee areas.

C. The Board of Trustees hereby adopts the proposed timeline of the specific steps it will undertake to facilitate the transition, attached hereto as **Exhibit A**, and incorporated herein by this reference.

D. The Board of Trustees will complete the process prescribed by Elections Code section 10010 within 180 days of passage of this Resolution.

E. The Board of Trustees upon completion of the process set forth in Elections Code section 10010 will apply to the County Committee for approval of the change in the District's method of electing trustees from at-large to by-trustee area elections in single-member trustee areas pursuant to Education Code section 5019(a) and 5019(c)(1).

F. The Interim Superintendent is directed to conduct outreach to the public, including to non-English-speaking communities, to explain the districting process and to encourage public participation; such outreach may include, in the judgment of the interim Superintendent, workshops and additional public forums to solicit community engagement and input.

G. The Interim Superintendent is directed to retain appropriate elections law counsel and such consultants, including a demographer and a public outreach firm and translation services as necessary and appropriate, to support the District and the Board of Trustees during the process of changing to by-trustee area elections in single-member trustee areas.

H. The Interim Superintendent shall send a copy of this Resolution to the County Committee on School District Organization.

I. The Interim Superintendent shall consult with legal counsel to resolve all legal issues necessary to give effect to this Resolution.

Passed and Adopted by the Board of Trustees of the Alum Rock Union Elementary School District on this 26 day of March 2026, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

I, Minh Pham, Clerk of the Board of Trustees of the Alum Rock Union Elementary School District in 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 March 26, 2026, and by the vote above stated, which resolution is on file in the office of said Board.

_____

Minh Pham
Clerk of the Board

EXHIBIT A - to Resolution #67-2025/2026
TIMELINE*

DATE	EVENT
_____, 2026	**Public Hearing #1**** (the public is invited to provide input regarding the composition of the districts and communities of interest)
_____, 2026	**Public Hearing #2**** (the public is invited to provide input regarding the composition of the districts and communities of interest)
_____, 2026	**Public Hearing #3***** (the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections)
_____, 2026	**Public Hearing #4***** (the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections)
_____, 2026	Final public hearing and Governing Board action adopting final maps

*** All dates are tentative and subject to change to accommodate the demographer, the Board of Trustees and the public to allow more time and opportunity for public examination and input. Workshops will be scheduled separately, and the dates and times for the workshops will be published on the District website and a dedicated web page for information and documents relating to this process.**

** Before drawing a draft map or maps of the proposed boundaries of the districts, the District must hold at least two public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts. [Elections Code 10010(a)(1).]

*** The District must hold at least two additional hearings over a period of no more than 45 days, at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections. Draft map(s)/draft revised maps must be published at least seven days before consideration at a hearing. [Elections Code 10010(a)(2).]

7.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 20, 2026

Subject: **Designation of Independent Auditing Firm and Approve Contract for Services and Approve Establishment of Audit Committee.**

Support Information:

1. Designate Harvey M. Rose Associates, LLC as the Board's Independent Auditing Firm effective immediately; and
2. Direct staff to take all necessary steps to engage and onboard the firm without delay; and
3. Establish and Audit Committee of the Board, which shall work in coordination with Harvey M. Rose Associates, LLC to provide oversite, review audit findings, and support financial transparency and accountability.

Background/Rationale:

In order to strengthen fiscal oversight and ensure independent review of the District's financial practices, it is necessary to retain a qualified external auditing firm. Harvey M. Rose Associates, LLC has expertise in public sector auditing and will serve as an independent resource to the Board.

The creation of an Audit Committee will formalize Board-level oversight of audit activities and provide a structured forum for engagement with the auditing firm. The Committee will coordinate directly with the auditors to review reports, monitor findings, and make recommendations to the full Board.

Fiscal Impact: To be determined based on final contract terms.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

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

7.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 20, 2026

Subject: **Approval of the contract with WBCP to support the Board with the search for a permanent superintendent.**

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

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

7.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Approve Change of the Name of the Cesar Chavez Early Learning Center to the "Mayfair Early Learning Center**

Support Information: The Board is requested to approve the change of name of the Cesar Chavez Early Learning Center to the "Mayfair Early Learning Center". Board Policy 7310 (Naming of Facility) provides that:

The Board of Trustees can rename another school site or district facility using the name of a previously closed school or district facility by adoption of a resolution passed by a majority vote of the board. The names eligible previously for this expedited process are listed as follows:

13. Mayfair (predecessor name of Cesar Chavez Early Learning Center)

The Board is requested to exercise its authority per Policy 7310 and approve the change in the name of the facility to the "Mayfair Early Learning Center" effective immediately and to change all signage, market and community collateral and informational handouts and the District website to the new name.

Discussion/Action

Submitted by: Sandra Garcia Title: Interim Superintendent

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

7.4

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.5

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 19, 2026

Subject: **Rescind Resolution No. 51-25/26- proclaiming March 31, 2026, as Cesar Chavez Day.**

Support Information: At the March 12, 2026, Board meeting (agenda item 10.1) the Board (by a vote of 4-1, Board President Linda Chavez voting no) approved Resolution No. 51-25/26 proclaiming March 31, 2026, as Cesar Chavez Day. In light of the newly-surfaced disturbing, shocking and detailed allegations and reports of sexual abuse by Cesar Chavez, the Board is requested to rescind Resolution No. 51-25/26 proclaiming March 31, 2026, as Cesar Chavez Day. The District stands with the reported victims and all victims of sexual abuse and misconduct.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

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

7.5
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.6

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: March 16, 2026

To the Superintendent of Schools

Subject: **Fiscal Crisis and Management Assistance Team FCMAT Extraordinary Audit Findings**

Support Information: In September 2025, the Santa Clara County Superintendent of Schools and the Fiscal Crisis and Management Assistance Team (FCMAT) agreed to conduct an extraordinary audit of the Alum Rock Union Elementary School District. The purpose of the audit was to determine whether fraud, misappropriation of funds, or other improper fiscal practices may have occurred related to Board of Trustee reimbursements during fiscal years 2022-2023, 2023-2024, and 2024-2025.

FCMAT developed and performed audit procedures to review and evaluate district reimbursement practices related to the Board of Trustees. The audit scope, objectives, and transaction testing were established based on the FCMAT study team's professional experience and judgment.

Dr. Toston will present a report containing the study team's findings and recommendations.

Fiscal Impact: None

Budget Source: None

****INFORMATION ONLY****

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

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

Information Only

7.6
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

7.7

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Subject: **Determination to Conduct Voter Survey Research for Potential November 2026 GO Bond & Parcel Tax Measures**

Type: Discussion / Action

Support Information: At its February 26, 2026 meeting, the Board of Trustees received a presentation from Dale Scott, the district's Financial Advisor, regarding the potential placement of a general obligation bond measure and a parcel tax measure on the November 2026 ballot.

Proposed Survey Research
With Board approval, Dale Scott & Co. ("DS&C") will conduct voter survey research to evaluate community support for these potential ballot measures. The survey will collect voter demographic information and assess attitudes toward district projects, taxpayer protections, and potential tax rate amounts.

Fiscal Impact: Per the District's existing agreement with DS&C dated July 31, 2025, the cost of survey research is $15,000 per survey plus data collection expenses billed at cost. Because two separate measures are under consideration, the total survey costs will be $30,000. This cost is already budgeted and is payable upon delivery of survey results. It is reimbursable from bond and/or parcel tax revenues.

Budget Source: Bonds and/or General Fund

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees authorize DS&C to begin voter survey research for a potential bond measure and parcel tax measure in anticipation of the November 2026 election. Survey results are estimated to be delivered to the District in mid-to late May.

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

To the Board of Trustees:

Recommend Approval

7.7
Agenda Placement

Meeting: March 26, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.8

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: March 26, 2026

To the Superintendent of Schools

Subject: **Approve the Public Bid Waiver Application to the Waiver Office of the State Board of Education.**

Support Information: The District's Board of Trustees in Resolution #15-25/26 has declared the following former school sites as exempt surplus land:

1. Former Sylvia Cassell Elementary School site, 1300 Tallahassee Dr., SJ, CA 95122-3939;
2. Former Donald Meyer Elementary School site, 1824 Daytona Dr., SJ, CA 95122-1719;
3. Former Horace Cureton Elementary School site, 3720 East Hills Dr., SJ, CA 95127-2418;
4. Former A.J. Dorsa Elementary School, 1290 Bal Harbor Dr., San Jose, CA 95122-1902;
5. Former Joseph George Middle School site, 277 Mahoney Dr., San Jose, CA 95127-3547.

The District intends to apply to the SBE to waive all of California Education Code (EC) sections 17472, 17473, 17474, and portions of sections 17455, 17466, 17468, 17470, and 17472. Those provisions provide for a public bid process for surplus school property, which requires a district to specify terms and conditions for the sale or lease of surplus property, and then sell or lease to the highest bidder. If waiver is granted, this will allow the District to sell or lease the properties in a manner that best serves the District schools and community through the request for proposal (RFP) and negotiated process.

On Monday, March 9 the 7-11 Advisory Committee held a public hearing to consider the proposed SBE Waiver Application. The Committee unanimously accepted the SBE Waiver Application with the recommendation that the District not sell, rather, ground lease the exempt surplus properties.

Fiscal Impact: None

Budget Source: None

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Public Bid Waiver Application and submit it to the State Board of Education for consideration.

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

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

Recommend Approval

7.8
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ARUSD Exempt Surplus Lands

California State Board of Education
Waiver Application

Subject

Request by the **Alum Rock Union Elementary School District** to waive California *Education Code* sections specific to statutory provisions for the sale or lease of surplus property.

Summary of the Issues

The Alum Rock Union Elementary School District (ARUSD) is requesting to waive all of California *Education Code* (*EC*) sections 17473, 17474, and portions of sections, 17455, 17466, 17468, 17470, 17472 and 17475. Those provisions provide for a public bid process, which requires a district to specify terms and conditions for the sale or lease of surplus property, and then sell or lease to the highest bidder. This will allow the district to sell or lease the property in a manner that best serves its schools and community, through the request for proposal (RFP) process.

Authority for Waiver

California *EC* Section 33050

Summary of Key Issues

Under provisions of *EC* Section 33050, the San Jose ARUSD requests that the specified *EC* sections be waived to allow the district to maximize their flexibility in negotiating the sale or lease of five pieces of real property located throughout the school district. Each site is listed below and discussed in greater detail below.

On January 14, 2021, pursuant to Education Code Section 17388, et seq., the ARUSD District's Governing Board unanimously (ARUSD Board) approved the establishment of the District's Facilities Repurposing Advisory Committee (the "Advisory Committee") for the purpose of reviewing projected school enrollment and other data to determine the amount of surplus space and real property, establishing a priority list of use of surplus space and real property that will be acceptable to the community, cause to have circulated throughout the district a priority list of surplus space and real property and provide for hearings of community input to the committee on acceptable uses of space and real property, make a final determination of limits of tolerance of use of space and real property, and forward to the district governing board a report recommending uses of surplus space and real property. The Advisory Committee held 10 meetings and public forums and issued its recommendations and report on April 27, 2021.

The Advisory Committee issued a report and recommendations dated April 27, 2021. In the 2021 report, and based on then-current and projected declines in enrollment, and considering the extent of under-utilization and operational costs and impacts to the District's budget and financial resources, the Advisory Committee recommended that the ARUSD Board consider declaring all sites that had unoccupied space which could be used for alternative

purposes without closing the facility to school use, *as surplus*. No action was taken by the ARUSD Board on the recommendations in the report.

Since then, the ARUSD has experienced financial challenges resulting primarily from declining enrollment and the loss of one-time funding received during the COVID pandemic. On May 21, 2024, the ARUSD Board approved closing up to nine schools in the 2025-26 school year as a part of its fiscal solution plan to address a $20 million budget deficit stemming from declining enrollment and the end of temporary COVID relief funds, and on July 13, 2024, the ARUSD Board approved the timeline for the community engagement process on the school consolidation process. On December 2, 2024, the ARUSD Board approved Resolution #26-24/25 authorizing the closure and consolidation of schools, including the closure of the following school sites:

1. **Sylvia Cassell Elementary School**

Property Address:	1300 Tallahassee Drive, San Jose CA 95122
Property APN:	486-35-002
Property Size:	9.76 Acres
General Plan:	Public/Quasi-Public (PQP)
Zoning:	Public/Quasi Public (PQP)
Current Use:	Vacant former elementary school

2. **Horace Cureton Elementary School**

Property Address:	3720 East Hills Drive, San Jose CA 95127
Property APN:	601-26-060
Property Size:	11.1 Acres
General Plan:	Public/Quasi Public (PQP)
Zoning:	R-1-8
Current Use:	Vacant former elementary school

3. **A.J. Dorsa Elementary School**

Property Address:	1290 Bal Harbor Way, San Jose CA 95122
Property APN:	486-18-057
Property Size:	9.58 Acres
General Plan:	Public/Quasi Public (PQP)
Zoning:	Public/Quasi Public (PQP)
Current Use:	Vacant former elementary school

4. Donald Meyer Elementary School

Property Address:	1824 Daytona Drive, San. Jose CA 95122
Property APN:	491-15-010; 491-16-086; 491-16-023
Property Size:	9.76 Acres
General Plan:	Public/Quasi Public (PQP)
Zoning:	R-1-8; Public/Quasi-Public (PQP)
Current Use:	Vacant former elementary school

5. Joseph George Middle School

Property Address:	277 Mahoney Drive, San. Jose CA 95127
Property APN:	601-17-002; 601-18-001
Property Size:	20.79 Acres
General Plan:	Public/Quasi Public (PQP)
Zoning:	R-1-1
Current Use:	Vacant former middle school

Considering these conditions and the school closures the District reconvened its Facility Repurposing Advisory Committee.

The Advisory Committee met and held additional Public Hearings on June 16, 2025, June 30, 2025, and July 14, 2025, and held its final meeting on July 28, 2025. All Advisory Committee meetings and public forums were held in person, and agendas were created and posted and agendas created in accordance with the Brown Act. Meetings were recorded and placed on the District's YouTube channel; the June 30, 2025, meeting, was held in person but also over Zoom to allow public remote participation. A quorum (at least five members) was present at each meeting.

The Advisory Committee invited and considered public comments during each public meeting and during the public hearing portion of each meeting. The Advisory Committee received extensive public comment at the meetings and public hearings. Based on current and projected declines in enrollment, and the extent of under-utilization and operational costs and impacts to the District's budget and financial resources, the Advisory Committee recommended that the Board of Trustees declare the five closed school sites listed above as surplus lands.

On September 11, 2025, the ARUSD Board approved Resolution 15-25/26 with a determination of 1300 Tallahassee Drive, 1824 Daytona Drive, 3720 East Hills Drive, 1290 Bal Harbor Drive, and 277 Mahoney Drive (Assessor's Parcel Numbers 486-35-002, 491-15-010, 491-16-086, 491-15-023, 601-26-060, 486-18-057, 601-17-002, 601-18-001) (Properties), as "exempt surplus land." According to the Resolution, due to declining enrollment, the District's Facilities Repurposing Advisory Committee (7-11 Committee) recommended the closure of four (4) separate elementary schools and one (1) middle school. The ARUSD Board approved the

Committee's recommendations and has declared the five sites as exempt surplus land under Government Code 54221, subdivision (f)(1)(N). According to subdivision (f)(1)(N), "Real property that is used by a district for an agency's use expressly authorized in subdivision (c)" is exempt surplus land.

On September 24, 2025, the ARUSD submitted the "Exempt Surplus Land" determination to the California Housing and Community Development (HCD). HCD reviewed Resolution 15-25/26 dated September 11, 2025, pursuant to Section 400 of the Surplus Land Act Guidelines. Based on the documentation provided by the ARUSD, on November 24, 2025, the HCD found that the Properties qualify as "exempt surplus land" under Government Code section 54221, subdivision (f)(1)(N) and issued a formal compliance letter.

Demographic Information

The San Jose ARUSD is an urban school district in the city of San Jose, within Santa Clara County. It has a current population of 6,457 students.

Summary of Previous State Board of Education Discussion and Action

The State Board of Education (SBE) has approved all previous waivers regarding the bidding process and the sale or lease of surplus property. The ARUSD district is requesting to waive the same or similar provisions for the sale or lease of surplus property.

Fiscal Analysis

The flexibility in property disposition requested herein will allow the district to maximize value from the sale or lease of the properties.

The district has certified that the sites have been owned for more than 10 years and there have been no improvements funded by monies from the State School Facilities Program within the last 10 years. Therefore, pursuant to *EC* Section 17462.3, financial reimbursement is not due to the State Allocation Board.

Attachments

- **Attachment 1** ARUSD General Waiver Request _____ (___ pages).

Attachment 1: **Alum Rock Union Elementary School District General Waiver Request**

California Department of Education
WAIVER SUBMISSION - General

CD Code: 5672652

Waiver Number: _____

Active Year: 2026

Date In: _____

Local Education Agency: Alum Rock Union Elementary School District
Address: 2930 Gay Avenue
San Jose, CA 95127

Start: 8/1/206
End: 8/1/2028

Waiver Renewal: No

Waiver Topic: Sale or Lease of Surplus Property

Ed Code Title: Sale or Lease of Surplus Property

Ed Code Section: 17455, 17466, 17468, 17470, 17472, 17473, 17474, 17475

Ed Code Authority: 33050

Education Code or *CCR* to Waive: Alum Rock Union Elementary School District desires to waive the following sections and portions of the *Education Code* ("*EC*"). Specifically, the District requests that the language in brackets [] be waived:

***EC* 17455.** The governing board of any school district may sell any real property belonging to the school district or may lease for a term not exceeding 99 years, any real property, together with any personal property located thereon, belonging to the school district which is not or will not be needed by the district for school classroom buildings at the time of delivery of title or possession. The sale or lease may be made without first taking a vote of the electors of the district [,and shall be made in the manner provided by this article].

Rationale: The purpose of this request is to allow the District to waive the sealed proposal requirement of the *Education Code* and use an alternative procedure for the lease or sale of the Properties. Specifically, the District desires to sell or lease the Properties via an alternative "Request for Proposals" ("RFP") process, in which the District seeks proposals and negotiates

with selected proposers to enter into either a sale or lease agreement that provides the most benefit to the District.

***EC* 17466.** Before ordering the sale or lease of any property the governing board, in a regular open meeting, by a two-thirds vote of all its members, shall adopt a resolution, declaring its intention to sell or lease the property, as the case may be. The resolution shall describe the property proposed to be sold or leased in such manner as to identify it [and shall specify the minimum price or rental and the terms upon which it will be sold or leased and the commission, or rate thereof, if any, which the board will pay to a licensed real estate broker out of the minimum price or rental. The resolution shall fix a time not less than three weeks thereafter for a public meeting of the governing board to be held at its regular place of meeting, at which sealed proposals to purchase or lease will be received and considered].

Rationale: The deleted language indicates that the District must pass a resolution setting a time by which the District will open all sealed bids for the Properties. Since the District will not be conducting a bid process, and cannot predict the timing of the RFP process and its subsequent negotiations with proposers, it cannot at the time of adopting the resolution contemplated by Section 17466 know when proposals must be brought back to the governing board for consideration. After passing a resolution that authorizes the District to go forward with the RFP process, the District intends to solicit proposals for the Properties and bring proposals to the governing board to consider the approval of an agreement.

***EC* 17468**. If, in the discretion of the board, it is advisable to offer to pay a commission to a licensed real estate broker who is instrumental in obtaining any proposal, the commission shall be specified in the resolution. No commission shall be paid unless there is contained in or with the [sealed] proposal [or stated in or with the oral bid,] which is finally accepted, the name of the licensed real estate broker to whom it is to be paid, and the amount or rate thereof. Any commission shall, however, be paid only out of money received by the board from the sale or rental of the real property.

Rationale: The deleted language indicates the District will receive sealed proposals and oral bids to purchase the property at an identified meeting of the District's governing board. The District is requesting that the requirement of sealed proposals and oral bidding to purchase the property be waived, allowing the District to negotiate the sale or lease of the Properties with an interested purchaser.

***EC* 17470.** (a) The governing board of a school district that intends to sell real property pursuant to this article shall take reasonable steps to ensure that the former owner from whom the district acquired the property receives notice [of the public meeting prescribed by Section 17466,] in writing, by certified mail[, at least 60 days prior to the meeting]. (b) The governing board of a school district shall not be required to accord the former owner the right to purchase the property at the tentatively accepted highest bid price nor to offer to sell the property to the former owner at the tentatively accepted highest bid price.

Rationale: The deleted language indicates the Board would be setting a specific meeting to receive proposals for the purchase of the Properties. Such a requirement, however, will be removed pursuant to the language stricken within *Education Code* Section 17466. As modified, the District would still be required to take reasonable steps to provide notice to the former

owner, but the provision of such notice would no longer be tied to an established date to receive proposals.

***EC* 17472**. At the time and place fixed in the resolution for the meeting of the governing body, all [sealed] proposals which have been received shall, in public session, [be opened], examined, and declared by the board. [Of the proposals submitted which conform to all terms and conditions specified in the resolution of intention to sell or to lease and which are made by responsible bidders, the proposal is the highest, after deducting therefrom the commission, if any, to be paid a licensed real estate broker in connection therewith, shall be finally accepted, unless a higher oral bid is accepted or the board rejects all bids].

Rationale: The deleted language requires the District to obtain sealed bids and select the highest bid. The District is seeking a waiver to allow it to seek proposals and negotiate with interested parties to select the proposal that best meets the needs of the District. The District may select a proposal that offers a lower price but agrees to terms that are more beneficial to the District. Thus, the District seeks to eliminate the language which requires it to enter into an agreement with the highest bidder.

***EC* 17473**. WAIVE ENTIRE SECTION [Before accepting any written proposal, the board shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to purchase the property or to lease the property, as the case may be, upon the terms and conditions specified in the resolution, for a price or rental exceeding by at least 5 percent, the highest written proposal, after deducting the commission, if any, to be paid a licensed real estate broker in connection therewith, then the oral bid which is the highest after deducting any commission to be paid a licensed real estate broker, in connection therewith, which is made by a responsible person, shall be finally accepted. Final acceptance shall not be made, however, until the oral bid is reduced to writing and signed by the offeror.]

Rationale: The deleted language relates to the bid process and allows school districts to accept oral bids at the bid hearing. The District will not be accepting bids or conducting a bid hearing but instead will accept proposals and negotiate with interested parties. Thus, the District will not need or accept oral bids.

***EC* 17474**. WAIVE ENTIRE SECTION [In the event of a sale on a higher oral bid to a purchaser procured by a licensed real estate broker, other than the broker who submitted the highest written proposal, and who is qualified as provided in Section 17468 of this code, the board shall allow a commission on the full amount for which the sale is confirmed. One-half of the commission on the amount of the highest written proposal shall be paid to the broker who submitted it, and the balance of the commission on the purchase price to the broker who procured the purchaser to whom the sale was confirmed.]

Rationale: The deleted language relates to the bid process and allows school districts to accept oral bids at the bid hearing. The District will not be accepting bids or conducting a bid hearing but instead will accept proposals and negotiate with interested parties. Thus, the District will not need or accept oral bids.

***EC* 17475**. The final acceptance by the governing body may be made [either at the same session or] at any [adjourned session of the same] meeting [held within the 10 days next following].

Rationale: The deleted language indicates that a school district's governing board shall accept the highest bid at the bid hearing or within the next 10 days. The District will not conduct a bid hearing but instead will engage in negotiations with any party submitting a proposal in response to the RFP. Once the negotiations end, and the District identifies the best proposal, the District's Board will accept the proposal. Thus, the language in this Section requiring the board to accept a bid on the bid date or within 10 days does not apply to the RFP process.

Outcome Rationale: Alum Rock Union Elementary School District ("District") owns the following properties: 1) property located at 1300 Tallahassee Drive, San Jose CA 95122, 2) real property located at 3720 East Hills Drive, San Jose CA 95127, 3) real property located at 1290 Bal Harbor Way, San Jose CA 95122; 4) real property located at 1824 Daytona Drive, San. Jose CA 95122; and 5) real property located at 277 Mahoney Drive, San. Jose CA 95127 (collectively, the "Properties"). The District previously declared the Properties as surplus lands pursuant to the *Education Code* and authorized staff to seek a waiver to use the alternative Request for Proposal ("RFP") to pursue disposing of the Property. As set forth herein, the District believes the RFP process will allow the District to identify the best overall disposal option for the Property that meets the District's needs.

Education Code section 17466 et seq. requires school districts disposing property to conduct a formal bid hearing process in which the school district solicits bids and then enters into an agreement with the winning bidder. The District seeks a waiver of certain portions of the procedure set forth in *Education Code* section 17466 et seq. so it can pursue disposing the Properties. This RFP process will allow the District to receive offers to dispose of the Properties and then determine which proposer offers the best terms and conditions for the District. The bid auction scenario requires the District to pursue a lease or sale of the Properties and then limits the District's selection to the highest bidder. The District needs the ability to be flexible and work with interested parties to determine whether a sale or lease is in the best interest of the District and establish the terms of the agreement. A waiver from the surplus property requirements will allow the District to do this. The District will work to develop a strategic plan for advertising and marketing the Properties in order to solicit proposals from parties interested in the Properties. The District will work closely with legal counsel to develop an RFP seeking proposals for the Properties and develop a process by which the Properties are disposed of through a fair and open process.

Student Population: 6,457

City Type: Urban

Public Hearing Date: July 28, 2025

Public Hearing Advertised: Notice of the public hearing was posted at the Property, at the District Office where Board agenda items are posted, and on the District's website

Local Board Approval Date: March 26, 2025

Community Council Reviewed By: District's Surplus Property "7-11" Advisory Committee:

Advisory Commit Reviewed Date: March 9, 2026

Advisory Committee Objection: No – Conditional consent

Advisory Committee Objection Explanation: District 7-11 Committee unanimously recommended that the District Board approve the submission of the SBE Waiver of Public Bidding subject to District only ground leasing exempt surpllus property and not selling the properties.

Audit Penalty Yes or No: No

Categorical Program Monitoring: No

Bargaining Unit Date:	March 9, 2026
Name:	AREA (Teachers Union)
Representative:	Sandra Rivera
Title:	AREA President
Phone:	(510) 825 1118
Position:	Recommended approval to the District Board subject to District only ground leasing exempt surplus lands and not sell.

Bargaining Unit Date:	March 9, 2026
Name:	Teamsters
Representative:	Trevor Emmett
Title:	Teamsters Representative
Phone:	408-590-4471
Position:	Recommended approval to the District Board subject to District only ground leasing exempt surplus lands and not sell.

ARUSD
Sale or Lease of Exempt Surplus Property

Bargaining Unit Date:	March 9, 2026
Name:	CSEA (Classified Employees)
Representative:	Sharon Fontaine
Title:	CSEA President
Phone:	408-439-0588
Position:	Recommended approval to the District Board subject to District only ground leasing exempt surplus lands and not sell.

Submitted by:	Mr. Paulo Hernandez
Position:	ARUSD Real Property Consultant
E-mail:	paulo.h.jph@gmail.com
Telephone:	408-390-1397

ARUSD EXEMPT SURPLUS LANDS
CALIFORNIA STATE BOARD OF EDUCATION
WAIVER APPLICATION

Alum Rock Union Elementary School District
District Exempt Surplus Lands Disposition
HCD - Surplus Lands Act Exempt

March 12, 2026

Ed Code Surplus Lands – Public Waiver Timeline (HCD "Exempt Surplus" Compliance Letter)

❑	DISTRICT ADVISORY COMMITTEE–APPOINTMENT/FIRST MEETING	June 16, 2025
❑	HIGHEST AND BEST USE ASSESSMENT + PROPERTY VALUATION (PPA-BOARD PRESENTATION)	June 18, 2025
❑	DISTRICT ADVISORY COMMITTEE MEETING – ENROLLMENT/DISTICT DATA REVIEW – 2nd MEETING	June 30, 2025
❑	DISTRICT ADVISORY COMMITTEE MEETING - 3RD MEETING	July 14, 2025
❑	DISTRICT ADVISORY COMMITTEE – PUBLIC HEARING (BOARD RECOMMENDATION)	July 28, 2025
❑	ADOPT RESOLUTION DECLARING PROPERTY AS "EXEMPT SURPLUS LANDS"	September 11, 2025
❑	EXEMPT SURPLUS – NOTICE SENT TO HCD (30-Day Review October 24, 2025)	September 24, 2025
❑	HCD EXEMPT SURPLUS COMPLIANCE LETTER	Nov. 24, 2025
❑	DISTRICT POSTING OF NOA ON DISTRICT WEBSITE	February 2, 2026
❑	NOTICE TO PUBLIC AGENCIES/NAYLOR ACT	February 2, 2026
❑	STATE PUBLIC BIDDING WAIVER APPLICATION	
	❑ *District Advisory Committee Review*	*March 9. 2026*
	❑ *District Bargaining Units Review*	*March 9, 2026*
	❑ *District Board Review/Approval*	*March 26, 2026*
	❑ *Application Submittal*	*_____, 2026*
❑	BOARD RESOLUTION OF INTENT TO SELL OR LEASE (TWO-THIRDS VOTE)	April 9, 23, 2026
❑	**STATE BOARD OF EDUCATION WAIVER APPROVAL**	**July 8, 9**

7.9

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: March 20, 2026

Subject: Direction to Negotiate Partnership Agreement with Eastridge Little League for Use of Fischer Middle School Fields.

Support Information: The Board of Trustees directs the Superintendent or designee to enter into negotiations with Eastridge Little League for the development of a long-term Memorandum of Understanding (MOU) that would allow Eastridge Little League to designate Fischer Middle School as its home field and utilize District athletic facilities.

The Board further directs the Superintendent or designee to return to the Board within 30 days with a proposed MOU outlining the terms and conditions of the partnership for the Board's review and consideration.

Rationale: This action supports the District's commitment to community partnerships, expanded youth recreational opportunities, and the effective use of District facilities in service of students and families.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

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

7.9
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.10

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: March 23, 2026

Subject: Approve Longevity Increments to Assistant Superintendent of Human Resources and Assistant Superintendent of Business Services.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

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

7.10
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 16, 2026

Subject: **Resolution No. 65-25/26**
Designation of Specific Material, Product, Thing, or Service for Construction Contract (Roofing Materials).

Support Information: Pursuant to California Public Contract Code section 3400 ("PCC section 3400") and other applicable law, the District seeks to designate roofing materials from The Garland Company, Inc. (Products) as the sole source of acceptable materials, products, or services for all contracts, in order to match other products currently in use on public improvements that are either completed or in the course of completion.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve Resolution No. 65-25/26 designating The Garland Company, Inc. as the District's sole source of acceptable materials, products, or services for all roofing contracts.

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

To the Board of Trustees: Meeting: March 26, 2026

Regular Board Meeting

Recommend Approval

8.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

8.2

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 16, 2026

Subject: **Reject all bids for the Renaissance at Fischer School Roof Replacement Project (Bid No. 2526-Bonds05, Project #25).**

Support Information: The Alum Rock Union School District (the "District") prepared plans and specifications and conducted a public bid process for the Renaissance at Fischer School Roof Replacement Project. Bids were opened on March 9, 2026, and the District received bids from interested contractors in response to its Notice Inviting Bids. After reviewing the bids received and evaluating the District's project needs and budget, District staff has determined that it is in the best interest of the District to reject all bids for this project at this time. District staff intends to rebid the project at a future date.

Fiscal Impact: None

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is recommended that the Governing Board of the District, having received public bids for the Renaissance at Fischer School Roof Replacement Project (Bid No. 2526-Bonds05, Project #25), reject all bids and authorize staff to rebid the project at a future date.

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

To the Board of Trustees: Meeting: March 26, 2026

Regular Board Meeting

Recommend Approval

8.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

9.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: March 16, 2026

To the Superintendent of Schools

Subject: **Approve Home to School Transportation Plan for Fiscal Year 2026-2027**

Support Information: The Budget Act of 2022, along with Education Codes 39800.1 and 41850.1, provides ongoing support to reimburse local educational agencies (LEAs) for up to 60% of their transportation costs, less the LCFF transportation add-on each year. Pursuant to these codes, ARUSD's Home-to-School (HTS) Transportation Plan for FY 2026–27 provides transportation for students with disabilities (per IEPs), students attending nonpublic schools, and students impacted by school closures, as well as for field trips and extracurricular activities. Services prioritize transitional kindergarten, kindergarten, grades 1–6, and low-income students. The plan ensures equitable access to educational programs, compliance with state and federal requirements, and shall be adopted by the LEA's governing board by April 1 each year. The reimbursement for FY 2026-27 is estimated to be $518,539.

Fiscal Impact: Yes; District will receive up to 60% reimbursement for HTS Transportation

Budget Source: Revenue into the General Fund

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Transportation Plan for Fiscal Year 2026-2027 as presented.

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

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

Recommended Approval

9.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Alum Rock Union Elementary School District
Transportation Plan
2026-27

The plan should describe the prioritized transportation services the district will offer to its identified pupils in the 2025-26 fiscal/school year.

Transportation Services:

1. Enter description of transportation services offered to pupils, and how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 - 6 inclusive and pupils who are low income. Plan may provide for the LEA to partner with municipally owned transit system to provide services to middle and high school students. An LEA may provide no-cost transit passes to students.

The Alum Rock Union Elementary School District (ARUSD) provides home-to-school transportation for students with disabilities whose Individualized Education Programs (IEPs) require transportation and for students attending nonpublic schools. The District also provides shuttle transportation for general education students impacted by school closures or consolidations and transportation for field trips and extracurricular activities as resources allow. The District prioritizes transportation services for students in transitional kindergarten, kindergarten and grades 1 through grade 6 inclusive and low-income students to the extent practicable.

2. Enter description of LEA's transportation services that would be accessible to pupils with disabilities, and homeless children and youth.

ARUSD provides transportation for students with disabilities as required by their IEPs. Transportation is also provided for homeless students and foster youth in accordance with the McKinney-Vento Act and Board Policy 3540 to ensure school stability and access to educational programs.

3. Enter description of how unduplicated pupils, would be able to access available home-to-school transportation at no-cost to the pupils.

Unduplicated pupils (low-income students, English learners, foster youth, and McKinney-Vento eligible students) may access available transportation services at no cost if eligible. Students are referred through enrollment, Student Support Services, or Special Education and evaluated by the Transportation Department in accordance with District policy. ARUSD coordinates across departments to reduce transportation barriers and support student attendance.

Consultations:

Enter description of the <u>required</u> plan consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils and other stakeholders.

The District followed the LCAP process by soliciting input and feedback from stakeholders at the LCAP community forums. The SCCOE facilitated in getting consultation with the Santa Clara Valley Authority (VTA) and Bay Area Quality Management District (BAAQMD) on behalf of school districts in Santa Clara County.

PROJECTED TRANSPORTATION REIMBURSMENT BUDGET 2026-2027

Projected Reimbursement Revenue Calculation

Total PROJECTED 2025/2026 Transportation Expenses (Function 3600)	3,838,363.29
Less Capital Outlay (object 6XXX, Function 3600)	275,000.00
Less Nonagency Expenditures (Goal 7110,7150, Function 3600)	-
Estimated 60% Reimbursement	2,138,017.97
Less 2025/2026 Transportation add-on (from LCFF Calculator- Summary Tab Line 26)	1,613,931.00
Total Projected HTS Reimbursement Revenue (Object 8590, Resource 0000)	524,086.97

Function Code 3600 Expenditures and Other Financing Uses

2000-2999 - Classified Salaries	1,921,187.71
3000-3999 - Employee Benefits	1,265,315.27
4000-4999 - Books and Supplies	325,932.80
5000-5999 - Services and other Operating Expenditures	50,927.51
6000-6999 - Capital Outlay	275,000.00
7000-7999 - Other Outgo	-
Total Expenditures	**3,838,363.29**

Board Approval Date: *March 26, 2026*

The Transportation plan and revenue calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1.

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: **March 12, 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 Title: Director of Student Support Services

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

To the Board of Trustees:

Recommend Approval

10.1
Agenda Placement

Meeting: March 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: March 26, 2026

School	Field Trip Event	City, and County	Date	# of classes	Estimated Cost	Budget (coding)	Purpose: (academic standard the trip supports)
NF	O'Neil Sea Odyssey	Santa Cruz, Santa Cruz County	04/14/2026	8	$3297.60 Transportation	010-0000-0-5835-00-1110-1000-000000-170-5000	Get real life experience by going on a boat, attend workshops and explore and learn about marine life as well as conservation efforts to hep protect oceans and marine life. This would help enhance their in class learning of their global unit science unit.
NF	Santa Cruz Beach Boardwalk	Santa Cruz, Santa Cruz County	06/01/2026	8	$9582.50 Transportation $11,157.30 Admission	088-8210-0-5835-00-1110-1000-000000-170-0560	Promotion end of year celebration
NF	O'Neil Sea Odyssey	Santa Cruz, Santa Cruz County	04/21/2026	8	$3,297.60 Transportation	010-0000-0-5835-00-1110-1000-000000-170-5000	Get real life experience by going on a boat, attend workshops and explore and learn about marine life as well as conservation efforts to help protect oceans and marine life. This would help enhance their in class learning of their global unit science unit.
NF	O'Neil Sea Odyssey	Santa Cruz, Santa Cruz County	04/15/2026	8	$3,303.33 Transportation	010-0000-0-5835-00-1110-1000-000000-170-5000	Go on boat, attend workshops and explore and learn about marine life as well as conservation efforts to help protect oceans and marine life.
ZN & BK	Chase Center	San Francisco, San Francisco County	04/01/2026	2	$645.66 Transportation	060-2600-0-5720-0-1110-1000-020200-360-7392	Students in the after-school programs will participate in an enrichment Bollywood program and perform at the Warriors Basketball game (half-time show)

Alum Rock Union Elementary School District

Field Trip Information Sheet

School	Field Trip Event	City, and County	Date	# of classes	Estimated Cost	Budget (coding)	Purpose: (academic standard the trip supports)
YS	**Outdoor Science School**	**Watsonville, CA Santa Cruz County**	**03/31/2026 04/03/206**	**2**	**$2,403.84 Transportation**	**088-8210-0-5720-00-1110-4000-000000-040-0502** **060-3010-0-5720-00-1110-1000-000000-040-1190**	**Students have the opportunity to participate in a unique educational experience.**
QF	O'Neil Sea Odyssey	Santa Cruz, Santa Cruz County	04/03/2026	2	$1,964.44 Transportation	060-9010-0-5720-00-1110-1000-000000-280-2110	Students will experience a living classroom learning style. They will get hands on lessons about the marine habitat and the importance of the relationship between the living sea and the surrounding environment.
UJ	Fresno State University	Fresno, Fresno County	04/11/2026	1	$0		Students will be participating in their MESA Competition against other middle schools. Students will test their projects out and compare them to other projects from other schools.
YS	CA Academy of Sciences	San Francisco, San Francisco County	05/20/2026	2	$1,927.50 Transportation	060-9010-0-5835-00-1110-1000-000000-040-2127	To provide students with a hands-on science experience to explore ecosystems, animals and Earth science concepts, while connecting classroom learning to real-world scientific observation.

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 10, 2025

Subject: **Resolution No.52-25/26**
Public School Volunteer Week- April 20-24, 2026

Staff Analysis: The Alum Rock Union Elementary School District is privileged to have a group of men and women who tirelessly volunteer in our schools to provide support in the classrooms, offices, and playgrounds. Hundreds of Alum Rock volunteers have enriched the lives of students and staff and have made Alum Rock schools a better place in which to study and teach. April 20 – April 24, 2026, is *Public School Volunteer Week*. A focus on volunteers during this week is a modest way to say thank you and recognize Alum Rock volunteers for demonstrating, on a daily basis, the true spirit of giving. *Public School Volunteer Week* reflects the power that volunteers have to "inspire by example" since volunteers both encourage those they help, motivate others to serve, and are positive role models for our children and our community.

Fiscal Impact: No

Budgeted: No Cost

Budget Source: Not Applicable

It is the recommendation of the Interim Superintendent that the Board of Trustees approve the **Resolution No. 52-25/26**, Public School Volunteer Week, as submitted.

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

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

Recommend Approval

10.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 52-25/26
PROCLAIMING APRIL 20-24, 2026
"PUBLIC SCHOOL VOLUNTEER WEEK"

WHEREAS, across the nation, millions of volunteers work in their communities utilizing their time and their talents daily to make a real difference in the lives of others; and

WHEREAS, April 20-24, 2026, is *Public School Volunteer Week* and a most appropriate time to recognize these volunteers for demonstrating, on a daily basis, the true spirit of giving; and

WHEREAS, this special week offers opportunities to thank some of Alum Rock's most valuable assets –our volunteers- and to recognize the myriad of ways in which they improve our communities; and

WHEREAS, *Public School Volunteer Week* reflects the power that volunteers have to "inspire by example" since volunteers both encourage those they help and motivate others to serve, and are positive role models for our children and our community; and

WHEREAS, the Alum Rock Union Elementary School District is fortunate to have volunteers who give thousands of hours each year to provide support in the classroom, offices, and playgrounds of our schools; and

WHEREAS, the Alum Rock Union Elementary School District is privileged to have this group of men and women who tirelessly give of themselves to provide much needed support to our schools, and hundreds of Alum Rock volunteers have enriched the lives of students and staff and have made Alum Rock schools a better place in which to study; and

WHEREAS, the Alum Rock Union Elementary School District Trustees urge our employees and community members to honor all volunteers in our community.

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District Trustees do hereby announce and proclaim to all its recognition and sincere appreciation of Alum Rock volunteers and the invaluable services they provide through their concern, commitment, and generosity of spirit.

PASSED AND ADOPTED this 26th day of March, 2026, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, President _____

Andrés Quintero, Vice-President _____

Minh Pham, Clerk _____

Corina Herrera-Loera, Member _____

Minh Nguyen, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on March 26, 2026.

_____ _____

Sandra Garcia ,Interim Superintendent Date

10.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Resolution No. 63-25/26**
National Environmental Education Week – April 20-26, 2026

Support Information: National Environmental Education Week (EE Week), the nation's largest environmental education event held each year the week before Earth Day, inspires environmental learning and stewardship among K-12 students. The goal is to give students a greater understanding of the environment and gain the skills necessary to solve environmental crises impacting our planet. This year, the National Environmental Education Week will be held April 20-26.

Fiscal Impact: No

Budgeted: No Cost

Budget Source: Not Applicable

Recommendation: It is the recommendation of the Superintendent that the Board of Trustees approve **Resolution No. 63-25/26**,National Environmental Education Week, as submitted.

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

To the Board of Trustees:

Recommend Approval

10.3
Agenda Placement

Meeting: March 26,2026
Regular Board Meeting

Sandra Garcia,Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

Resolution No. 63-25/26
PROCLAIMING April 20-26, 2026
"NATIONAL ENVIRONMENTAL EDUCATION WEEK"

WHEREAS, April 20-26 is National Environmental Education Week - the nation's largest celebration of environmental education; and,

WHEREAS, National Environmental Education Week brings together educators, students, government agencies, businesses, communities, non-profit organizations, and others to inspire and promote environmental learning and stewardship of land, air, and water; and,

WHEREAS, the more we understand our connection to the environment, the more the possibilities to influence how those connections impact our health and our planet. Collectively, our small, individual actions add up to a big difference; and,

WHEREAS, environmental education offers countless opportunities to improve lives, protect the environment, and prepare all Americans to address critical environmental challenges ahead; and,

WHEREAS, in support of environmental education, the Alum Rock Union Elementary School District offers outdoor education, gardening programs, STEAM initiatives, and other outdoor learning opportunities to deepen student learning about our environment; and,

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District does hereby adopt this resolution to honor National Environmental Education Week and the commitment to inspire and promote environmental learning and stewardship of land, air, and water.

PASSED AND ADOPTED this 26th day of March, 2026, by the Board of Trustees of the Alum Rock Union School District.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, President _____

Andrés Quintero, Vice-President _____

Minh Pham, Clerk _____

Corina Herrera-Loera, Member _____

Minh Nguyen, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on March 26, 2026.

_____ _____

Sandra Garcia, Interim Superintendent Date

10.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 26, 2026

Subject: **Resolution No. 53-25/26 Proclaiming April 2026 "Bilingual/Multilingual Learner Advocacy Month"**

Staff Analysis: This resolution proclaims the month of April 2026, as "Bilingual/Multilingual Learner Advocacy Month" and encourages all educational communities to celebrate Bilingualism and Multilingualism with meaningful student activities and programs that demonstrate learning and understanding the value and importance of being a bilingual/multilingual learner. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest quality education for all students.

Fiscal Impact: None

Budgeted: No Cost

Budget Source: Not Applicable

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Resolution No. 53-25/26 Bilingual/Multilingual Learner Advocacy Month, as presented.

Submitted by: Yeny Rosales-Aleman Title: POSA, Multilingual Programs

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

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

Recommend Approval

10.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 53-25/26
PROCLAIMING APRIL, 2026
"BILINGUAL/MULTILINGUAL LEARNER ADVOCACY MONTH"

WHEREAS, "National Bilingual/Multilingual Learner Advocacy Month recognizes that bilingual/multilingual learners are one of the fastest growing student populations in U.S. schools, that this group of students brings multiple assets to schools and adds to the rich diversity among students;

WHEREAS, "National Bilingual/Multilingual Learner Advocacy Month" is an opportunity to draw attention to the persistent gap between bilingual/multilingual learners and native English-speaking students;

WHEREAS, "National Bilingual/Multilingual Learner Advocacy Month" calls on stakeholders at all levels to examine the diverse needs of bilingual/multilingual learners and to build an inclusive and respectful culture;

WHEREAS, "National Bilingual/Multilingual Learner Advocacy Month" highlights a commitment to ensure educational equity and access leading these learners to thrive academically and become productive biliterate/multiliterate global citizens;

WHEREAS, "National Bilingual/Multilingual Learner Advocacy Month" encourages institutions to adopt policies and practices such as dual language instructional programs that value and use students' languages and cultural assets to learn high academic content, promote long-term academic achievement, and increase graduation rates;

WHEREAS, "National Bilingual/Multilingual Learner Advocacy Month" calls for the need to prepare highly qualified bilingual teachers in all disciplines to address the unique needs of bilingual/multilingual learners in diverse settings;

NOW, THEREFORE, BE IT RESOLVED, the Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of April, 2026, as "Bilingual/Multilingual Learner Advocacy Month" and encourages all educational communities to celebrate this with meaningful student activities and programs that demonstrate learning and understanding of the importance of being a bilingual/multilingual learner

PASSED AND ADOPTED this 26th day of March, 2026, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, President _____

Andrés Quintero, Vice-President _____

Minh Pham, Clerk _____

Corina Herrera-Loera, Member _____

Minh Nguyen, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on March 26, 2026.

_____ _____

Sandra Garcia, Interim Superintendent Date

11.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 26, 2026

Subject: **Approve Declaration of Need for Fully Qualified Educators for 2026/2027.**

Support Information: This is required to meet the procedures for issuing and renewing emergency permits consistent with Title V regulations pertaining to Section 80026 Declaration of Need for Fully Qualified Educators.

Fiscal Impact: No

Budgeted: N/A

Budget Source: N/A

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees declare the need for fully qualified educators.

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

To the Board of Trustees:

Recommend Approval

11.1
Agenda Placement

Meeting: March 26, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

Email: DON@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2026-27

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Alum Rock Union Elementary School Dist. District CDS Code: 69369

Name of County: Santa Clara County CDS Code: 43

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 3 / 26 / 2026 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2027.

Submitted by (Superintendent, Board Secretary, or Designee):

Sandra Garcia		Interim, Superintendent
Name	*Signature*	*Title*
408 928-6416	408 928-6822	
Fax Number	*Telephone Number*	*Date*

2930 Gay Avenue, San Jose, CA 95127
Mailing Address

sandra.garcia@arusd.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	10
Bilingual Authorization (applicant already holds teaching credential)	10
List target language(s) for bilingual authorization: Spanish, Vietnamese	
Resource Specialist	3
Teacher Librarian Services	
Emergency Transitional Kindergarten (ETK)	10

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	47
Special Education	20
TOTAL	77

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	5
Art	5	Music	5
Business		Physical Education	
Dance	5	Science: Biological Sciences	
English	5	Science: Chemistry	
Foundational-Level Math	5	Science: Geoscience	
Foundational-Level Science	5	Science: Physics	
Health		Social Science	5
Home Economics		Theater	5
Industrial & Technology Education		World Languages (specify)	1-Spanish/1 Vietnamese

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? (●) Yes ( ) No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? (●) Yes ( ) No

If yes, how many interns do you expect to have this year? 20

If yes, list each college or university with which you participate in an internship program.

San Jose State University, National University, Loyola Marymount, Santa Clara University

SCCOE Epic Program, Alliant University

If no, explain why you do not participate in an internship program.

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: March 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 CT Title: Assistant Superintendent, Human Resources

To the Board of Trustees:

Meeting: March 26, 2026
Regular Board Meeting

Information Only

11.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

March 26, 2026

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Aranda, Sarah D	Campus Paraeducator/Linda Vista	03/17/2026
2.	Robles, Veronica A	Administrative Assistant/Student Support Services	03/16/2026

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: February 25, 2026

Subject: **Approve Contracts to Purchase WiFi network upgrade hardware and services – FCC Form 470:260009909**

Support Information: Following a Request for Proposal (RFP) process conducted in accordance with E-Rate guidelines, four vendor responses were received and evaluated. The District has elected to award the contract for the acquisition of Arista Wi-Fi infrastructure to Value-Added Reseller (VAR) CDW. The total project cost of $671,769.82 will be funded as follows: 15% by the District ($100,765.47) and the remaining balance by E-Rate Category 2 Funds ($571,004.35). This upgrade will replace all WiFi for all open school sites and the district office.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: General Fund

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the contract for the new WiFi networking equipment and service contract.

Submitted by: Brett Littrell BAL Title: Chief Technology Officer
Approved by: Teresa DeCelles TD Title: Assistant Superintendent

To the Board of Trustees:

Recommend Approval

12.1
Agenda Placement

Meeting: March 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

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Information Technology Support SVCS (School/Dept.) VENDOR NO. _____

Submitted by: Brett Littrell, Chief Technology Officer

☐ **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: CDW Corporation

Address: 200 North Milwaukee Avenue City: Vernon Hills State: IL Zip: 60061

Phone: (312) 705-8184 Email Address: maryfee@cdw.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2026, and will diligently perform as required and complete performance by June 30, 2027; 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").
Following a Request for Proposal (RFP) process conducted in accordance with E-Rate guidelines, four vendor responses were received and evaluated. The District has elected to award the contract for the acquisition of Arista Wi-Fi infrastructure to Value-Added Reseller (VAR) CDW. The total project cost of $671,769.82 will be funded as follows: 15% by the District ($100,765.47) and the remaining balance by E-Rate Category 2 Funds ($571,004.35). This upgrade will replace all WiFi for all open school sites and the district office.

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:** $ 100,765.47 (describe rate agreement) $100,765.47 (15% contributed by the district) & $571,004.35 (covered by e-Rate Category 2 funds)

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	5846	00	0000	7700	000000	460	7900	$100,765.47	MW 3/4/26

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

Docusign Envelope ID: F7D077FA-390A-8F55-8244-2513B3027945

Pricing Offer and E-Rate Purchase Agreement

Upon award, to facilitate contract execution with our countersignature, please sign the enclosed E-Rate agreement and send to markfee@cdw.com and 470award@cdwg.com.

Before the Services are to be performed, CDW•G will provide a Statement of Work (SOW) detailing the exact scoping and pricing of the services to be provided, which will be executed by both parties prior to the start of services. The SOW will reflect the terms and conditions as negotiated between the parties during the bidding and contracting process.

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260009909 furnished by Alum Rock Union Elementary School District are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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Docusign Envelope ID: F7D077FA-590A-8F55-8244-2513B3C27543

E-RATE PURCHASE AGREEMENT

Form - E-Rate FY26 2026-2027 Contract Number: 157503

This E-Rate Customer Purchase Agreement (this "Agreement") is entered into the date the contract is signed, and effective on April 1, 2026 ("Effective Date") and is made by and between CDW Government LLC an Illinois limited liability corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and Alum Rock Union Elementary School District a non-profit school or library eligible for Universal Service funding, as defined below.

E-Rate Contract Number	157503	**Spin #**	143005588
E-Rate Funding Year	2026	**FCC Registration #**	0012123287
Customer	Alum Rock Union Elementary School District 2930 Gay Ave San Jose, CA, 95127-2322	**Seller**	CDW Government LLC 230 N. Milwaukee Avenue Vernon Hills, IL 60061
Effective Date	April 1, 2026	**Quoted Items (see Exhibit I)**	**470# 260009909**

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions on Seller's website at https://www.cdwg.com/content/cdwg/en/terms-conditions/sales-and-service-projects.html (the "Sales and Service Projects"), unless otherwise stated herein.

2. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

The term of this Agreement shall commence on April 1, 2026 ("Effective Date") and be valid through the later of the Funding Year 2026 or 9/30/2027.

i. Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer.

ii. Customer may terminate this Agreement or withdraw an order upon written notice to Seller if: (a) funds are not appropriated to Customer under this program, or (b) Customer's School Board rejects this Agreement ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, or termination for convenience, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that have shipped or services, already provided, or have been subscribed or purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

iii. In the event Customer receives an extension of funding from SLP, Customer will notify Seller in writing and the parties may agree to execute an amendment to extend this Agreement.

3. GOVERNING LAW

This Agreement will be governed by the laws of CA, without regard to conflicts of law rules. Any litigation will be brought exclusively in a federal or state court located in the state or commonwealth where Customer's location identified above, and the parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof. The parties further consent to the exercise of personal jurisdiction.

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260009909 furnished by Alum Rock Union Elementary School District are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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4. PURCHASE AUTHORIZATIONS

A. E-Rate Status

i. Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

ii. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY FCC.

B. E-Rate Purchases

i. Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

ii. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller. See Payment Terms for details.

5. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted through electronic means (email, electronic data interchange (EDI), etc.) directly to Customer's dedicated account manager. Alternatively, if a copy must be sent via mail, common courier, etc., please reach out to your account manager for the appropriate mailing address.

B. Other Requirements

i. All purchase orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) CDW Part Number and OEM Part Number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; 10) BEAR or SPI Order; and 11) FCC Form 471 and Funding Request Number (FRN) number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

ii. If the Customer is unable to commit the full purchase order amount, any balance remaining that was not funded or approved for payment by USAC will be the responsibility of the Customer. The Customer must add the following language to its purchase order:

"The total cost of this purchase order is $_____. The E-Rate portion is $_____, and is committed by USAC. If there is any reduction or denial of payment with the E-Rate portion, Alum Rock Union Elementary School District accepts full responsibility for the cost of this purchase, $_____."

iii. Should Customer choose to add Product or make substitutions to the Products originally sought, following USAC's funding decision, Customer agrees it will be responsible for the amounts owed for the added or substituted Products in excess of its committed funding from USAC.

iv. Customer must complete installation of Products ordered pursuant to this Agreement within thirty (30) days of delivery. In the event Customer, or a third party hired by Customer to complete the installation, fails to install the Products within the timeframe provided herein, the Parties acknowledge and agree that Customer will begin to accrue interest on the amounts owed for such Products in an amount of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law.

C. Assistance with Order

i. Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260009909 furnished by Alum Rock Union Elementary School District are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

ii. FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION. ANY INCREASE IN PRICE THAT CANNOT BE ABSORBED BY THE SELLER WILL BE THE RESPONSIBILITY OF Alum Rock Union Elementary School District.

6. PRICE AND PAYMENT TERMS

i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I, and as amended from time to time. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

Payment Terms

i. All payments, regardless of method, shall be submitted to "Accounts Receivable," please contact your account manager for payment method options.

ii. CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

iii. Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL must follow the BEAR payment method.

☐ **Form 474 Service Provider Invoice (SPI) Method**
Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice. There must be an approved FCC Form 486 prior to placing the SPI order.

☐ **Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**
Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

iv. Seller accepts BEAR orders beginning April 1 before the beginning of the Funding Year. Seller accepts SPI orders beginning July 1 of the Funding Year when Customer has received its FCDL and completed the FCC Form 486, Seller DOES NOT accept SPI orders before July 1 of the Funding Year, or prior to the Form 486 approval by USAC.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier to the party's address listed above

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260009909 furnished by Alum Rock Union Elementary School District are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

11. DEFINITIONS

As used in the Agreement, the following terms shall have the meanings set forth below:

A. "Universal Service Administrative Co." or "USAC" – The not-for-profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.
B. "SLP" - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by USAC under the direction of the FCC.
C. "E-Rate" – The education rate funding program that is a part of SLP that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.
D. "Funding Commitment Decision Letter" or "FCDL" – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.
E. "Products" – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.
F. "Funding Year" – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products. FY 2026 is in reference to the program year.

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260009909 furnished by Alum Rock Union Elementary School District are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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E-RATE PURCHASE AGREEMENT

Form – E-Rate FY26 2026-2027 Contract Number: 157503

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CDW Government LLC

(Authorized Signature)

Award Anup Sreedharan

Printed Name

Title: Sr.Manager, Program Sales

Date: 3/13/26

Alum Rock Union Elementary School District

52F49517D449495...

(Authorized Signature)

Brett Littrell

Printed Name

Title: Chief Technology Officer

Date: 3/13/2026

**** Upon award, to facilitate contract execution with our countersignature, please sign the enclosed E-Rate agreement and send to markfee@cdw.com and 470award@cdwg.com**

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260009909 furnished by Alum Rock Union Elementary School District are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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Exhibit I – Pricing Offer

Please note: USAC and the FCC makes the final determination on the eligibility of products. Final eligibility of any component (and the E-Rate service category in which discounts should be requested) will be determined by technical configuration (use), installation location, user population served, cost-effectiveness, and other E-Rate regulatory requirements.

Two quotes are presented as individual options. Only one quote should be selected.

To the extent allowable, all information and documents hereby submitted in response to FCC 470# 260009909 furnished by Alum Rock Union Elementary School District are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

© CDW Government LLC 2026

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

BRETT LITTRELL,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSTG265	1/22/2026	NEW E-RATE 2	441718	$671,769.82

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Arista C-460 - wireless access point - quad radio, 4x4, 2x2 tri-band scan r Mfg. Part#: AP-C460-SS-5Y-EDU2 Contract: MARKET	610	8161407	$900.38	$549,231.80
Arista wireless access point mounting bracket adapter Mfg. Part#: MNT-AP-U-ADAPTER-1 Contract: MARKET	610	8255393	$7.15	$4,361.50
ARISTA O-435 TRI-BAND 802.11BE AP Mfg. Part#: AP-O435-SS-5Y-EDU2 Contract: MARKET	75	9053201	$800.80	$60,060.00
Arista wireless access point mounting bracket adapter Mfg. Part#: MNT-AP-U-ADAPTER-1 Contract: MARKET	75	8255393	$7.15	$536.25

SUBTOTAL	$614,189.55
SHIPPING	$0.00
SALES TAX	$57,580.27
GRAND TOTAL	**$671,769.82**

PURCHASER BILLING INFO

DELIVER TO

Billing Address:
ALUM ROCK UNION SCHOOL DIST
ACCTS PAYABLE
2930 GAY AVE
SAN JOSE, CA 95127-2398
Phone: (408) 928-6854
Payment Terms: ERATE QUOTES ONLY

Shipping Address:
ALUM ROCK UNION SCHOOL DIST
BRETT LITTRELL
2930 GAY AVE
SAN JOSE, CA 95127-2398
Phone: (408) 928-6854
Shipping Method: DROP SHIP-COMMON CARRIER

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Mary Kate Fee | (866) 292-7255 | maryfee@cdw.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$614,189.55	**$17,381.56/Month**	**$614,189.55**	**$19,985.73/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

Quote Option #1 - Arista AP C-430 & AP O-435

Customer:	Alum Rock USD	Account Manager: Mary Kate Fee Client Executive: Jeff Mitchell	Quote Date:	January 23, 2026
Contact:	Brett Littrell		Prep by:	CDWG
Address:	2930 Gay Ave San Jose, CA 95127		Phone:	916-337-4717
QUOTE #	Option # 1 -		Toll Free:	
Phone #:	831-796-7054		Email:	jeffmit@cdw.com

QTY	PART #	DESCRIPTION	UNIT COST	EXT. COST	E-Rate Eligible	$ E-Rate Eligible	$ E-Rate Ineligible
Hardware							
610	AP-C430-SS-5Y-EDU2	C-430 Tri band 2x2:2 802.11be (WiFi 7) access point, internal antennas, dual 5 GbE interfaces, dedicated multi-function, 5-year Cognitive Cloud Mgmt subscription, 5-year AA service, 5-year NBD support	$ 690.56	$ 421,241.60	98.00%	$ 412,816.77	$ 8,424.83
610	MNT-AP-U-ADAPTER-1	Access Point Adapter Bracket for 3rd Party Mounts	$ 7.15	$ 4,361.50	100.00%	$ 4,361.50	$ -
75	AP-O435-SS-5Y-EDU2	O-435 Tri band 2x2:2 802.11be (WiFi 7) outdoor access point, internal antennas, 5 GbE interface, dedicated multi-function radio, 5-year Cognitive Cloud Mgmt subscription, 5-year AA service, 5-year NBD support	$ 800.80	$ 60,060.00	98.00%	$ 58,858.80	$ 1,201.20
75	MNT-AP-U-ADAPTER-1	Access Point Adapter Bracket for 3rd Party Mounts	$ 7.15	$ 536.25	100.00%	$ 536.25	$ -
			TAXABLE SUBTOTAL	**$ 486,199.35**			
			NON-TAXABLE SUBTOTAL	**$ -**			
			TAX (9.38%)	**$ 45,581.19**			
			TOTAL (PER SITE)	**$ 531,780.54**			

Quote Option #2 - Arista AP C-460 & AP O-435

Customer:	Alum Rock USD	Account Manager: Mary Kate Fee Client Executive: Jeff Mitchell	Quote Date:	January 23, 2026
Contact:	Brett Littrell		Prep by:	CDWG
Address:	2930 Gay Ave San Jose, CA 95127		Phone:	916-337-4717
QUOTE #	Option # 1 -		Toll Free:	
Phone #:	831-796-7054		Email:	jeffmil@cdw.com

QTY	PART #	DESCRIPTION	UNIT COST	EXT. COST	E-Rate Eligible	$ E-Rate Eligible	$ E-Rate Ineligible
Hardware							
610	AP-C460-SS-5Y-EDU2	C-460 Tri band 4x4:4 802.11be (WiFi 7) access point, internal antennas, dual 10 GbE interface, dedicated multi-function radio, 5-year Cognitive Cloud mgmt subscription, 5-year AA service, 5 year NBD support	$ 900.38	$ 549,231.80	98.00%	$ 538,247.16	$ 10,984.64
610	MNT-AP-U-ADAPTER-1	Access Point Adapter Bracket for 3rd Party Mounts	$ 7.15	$ 4,361.50	100.00%	$ 4,361.50	$ -
75	AP-O435-SS-5Y-EDU2	O-435 Tri band 2x2:2 802.11be (WiFI 7) outdoor access point, internal antennas, 5 GbE interface, dedicated multi-function radio, 5-year Cognitive Cloud Mgmt subscription, 5-year AA service, 5-year NBD support	$ 800.80	$ 60,060.00	98.00%	$ 58,858.80	$ 1,201.20
75	MNT-AP-U-ADAPTER-1	Access Point Adapter Bracket for 3rd Party Mounts	$ 7.15	$ 536.25	100.00%	$ 536.25	$ -
			TAXABLE SUBTOTAL	**$ 614,189.55**			
			NON-TAXABLE SUBTOTAL	**$ -**			
			TAX (9.38%)	**$ 57,580.27**			
			TOTAL (PER SITE)	**$ 671,769.82**			

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12.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: March 18, 2026

Subject: **Contract with Orenda**

Staff Analysis: Orenda Education will provide the Alum Rock Union School District with a range of comprehensive district support, in Phase 2, focused on three key pillars:

1. Leadership Development: Executive coaching, Admin Power Clinics, and Site-based mentorship.
2. Data & Strategy: Technical assistance with data systems and assessment support to guide strategic planning.
3. Instructional Excellence: Collaborative learning walks and assessment development, guidance alignment and multi-level reflection sessions to align curriculum with student needs.

Fiscal Impact: **Yes**

Budgeted: **Yes**

Budget Source: **IASA-TITLE I**

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the contract with Orenda in the amount of $377,027 for the 2026-27 school year.

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

To the Board of Trustees:

Meeting: March 26,2026
Regular Board Meeting

Recommend Approval

12.2
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

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Dan Burns

☑ **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: Orenda

Address: 211 East Fourth Street Suite 200B City: Santa Ana State: CA Zip: 92705

Phone: (713) 543-3807 Email Address: genny@orendaed.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 20 26, and will diligently perform as required and complete performance by June 30, 20 27, 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").
Orenda Education will provide the Alum Rock Union School District with a range of comprehensive district support,in Phase 2 focused on three key pillars: 1. Leadership Development: Executive coaching, Admin Power Clinics, and site-based mentorship. 2. Data & Strategy: Technical assistance with data systems and assessment support to guide strategic planning. 3. Instructional Excellence: Collaborative learning walks, assessment development, guidance alignment and multi-level reflection sessions to align curriculum with student needs.

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:** $377,027.00 (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	3010	0	5815	00	1110	1000	000000	360	1190	$377,027.00	3/18/26

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



orenda

The Challenge

Every year, over 2 million of California's 6 million students are not qualified for college or a high-wage career upon graduating high school. For decades, the gap between more advantaged students and our most vulnerable student populations has persisted. After the pandemic, the gap increased.

Equity Gap >> Achievement Gap

The root cause of the achievement gap is complex. In the end, the same groups of students happen to perform better or worse every year. When we peel back the layers in our districts and schools, we see that some student populations are better set up to succeed while poor outcomes can become normalized for other student populations. Most often, our systems have been in place for so many years that they go largely unnoticed and unexamined.

The Orenda Difference >> Educational Equity for All Students

For over 29 years, Orenda Education has partnered with over 400 schools to transform educational systems serving the most vulnerable districts across California. Our mission is to ensure that all students receive a premium education that historically some student groups tend to experience more than others. We achieve this by partnering with district and school teams to build and refine systems and practices grounded in equity, driven by data, and sustained through collaborative learning. Our nested data response system is designed to support all levels of district staff from the board room to the classroom. When the systems work is fully implemented. Orenda partners experience systemic changes that result in long-term, positive student outcomes, with accelerated results for historically struggling students.

Orenda Education shares both breadth and depth in professional learning.

Orenda is an experienced partner to school and district leaders in providing a variety of services customized to meet the unique needs of schools, clusters of schools, districts, counties, or other organizations. Orenda is the school improvement division of Think Together, a 501 c3 nonprofit corporation, the largest afterschool provider in the state.

Orenda's systems approach is called Teach Lead Counsel (TLC).

- **TEACH** builds a powerful teaching and learning system by guiding teacher teams to define grade-level expectations, facilitating the creation of common assessments, and sharing high-impact, low-prep instructional strategies. Through the work, educators reflect on and improve their instructional methods and ways of responding to data.
- **LEAD** supports site and district leaders through a scholarly and technical approach. Leaders learn to create school and district conditions that inspire the highest staff performance to ensure students reach achievement targets.
- **COUNSEL** supports counselors, school psychologists, and administrators responsible for wrap-around student services. Staff learn to use data from college readiness predictors via Orenda's proprietary software to take bold action and measure student progress toward college and high-wage career readiness.

The TLC model currently serves schools in a high-impact manner, in-person or virtually. The systems-driven approach improves academic achievement for all students, including historically struggling students, and successful students who could be stretched. The methodology uses data to guide teachers, administrators, and school counselors to ensure that students master grade-level curriculum and are on track to graduate high school prepared for college and high-wage careers—ready for every life option.

The TLC approach accelerates achievement for all students, by supporting the variety of professionals that comprise an educational system and not only teachers, as is most common in the field. Our nested data response system is a key to sustainable, systemic improvement for a school or an entire district.

Alum Rock Union School District (ARUSD) currently partners with Orenda Education to support positive student outcomes throughout the district. Alum Rock USD completed its Baseline Systems Study in Spring 2025. During the 2025–26 school year, the district worked alongside grade-level, subject-alike teams to identify instructional target and create common assessment that will measure student progress beginning in 2026–27. Through this partnership, we have built shared capacity among site and district administrators, TOSAs, instructional coaches, and teacher teams to implement student acceleration systems across all 13 school communities. At the district's request and based on our understanding of ARUSD's

priorities, Orenda is pleased to present the following scope of work for the 2026-27 school year.

PROPOSED SCOPE OF WORK

From July 2026 through June 2027, Orenda will provide the following services to ARUSD:

1. **District Executive Team Coaching –** Orenda facilitators will provide 10 sessions to coach the district team. These sessions are intended to build district-wide systems to support powerful teaching and learning.

Participants	Session #
Superintendent & District Admin	10

2. **Learning Walks -** Orenda facilitators will lead 1 session to develop crystal clarity about what constitutes powerful teaching and learning and support implementation of curriculum alignment and calibration of instructional feedback.

Participants	Session #
District/Site Admin	1

3. **Admin Power Clinics –** Orenda facilitators will conduct Admin Power Clinics, bringing together ARUSD district and school site administrators for a leadership series consisting of 9 sessions. The sessions will be focused on instructional leadership topics to support the implementation of the student acceleration formula and identify the next steps in the process.

Participants	Session #
District/Site Admin	9

4. **Mega Reflection –** Orenda facilitators will lead 5 sessions to review district-wide achievement data with administrators in the Educational Services Team. These sessions will be used to examine evidence of student learning using district-level achievement data and identify strengths, areas in need of support, and a plan of action in response to the data.

Participants	Session #

District Admin	5

5. **Technical Assistance With Data -** Orenda facilitators will provide 6 sessions throughout the year to support with data reports needed for each cycle of data reflection with teacher teams.

Participants	Session #
District/Site Admin	6

6. **Admin Technical Assistance -** Orenda facilitators will lead 20 sessions throughout the year to conduct regular check-ins with site and district leaders. These sessions may also be used to support any unanticipated implementation needs that may require additional time.

Participants	Session #
District/Site Admin	20

7. **Assessment Support -** Orenda facilitators will provide 3 sessions to support the revisions and refinements of grade-level/subject-specific assessments to monitor student progress. Session content may include training of staff, auditing draft assessments, supporting assessment creation, or any other needed support determined by the site or district team.

Participants	Session #
District/Site Admin/Teachers	3

8. **Admin Site Coaching –** Orenda facilitators will provide 35 sessions (7 per cohort) of Admin Site Coaching for ARUSD. These sessions will provide the site admin teams with an opportunity to design and develop an instructional support system that responds to the needs of their teacher teams in the implementation of Curriculum Alignment.

Participants	Session #
Site Admin	35

9. **Data-Reflection Sessions -** Orenda will co-facilitate 10 sessions with site leaders and grade-level teams to examine evidence of student learning using grade-level achievement data and identifying strengths, areas in need of support, and creating a plan of action in response to the data.

Participants	Session #
District/Site Admin & Teachers	10

10. **Meta-Reflection Sessions -** Orenda facilitators will lead 25 sessions focused on analyzing and responding to on-track monitoring cycles. Sessions will focus on reviewing school-level achievement data and identifying strengths, areas in need of support, and creating a plan of action in response to the data. Will be provided to each school site via Zoom.

Participants	Session #
Site Admin	25

11. **Guidance Alignment -** Orenda will facilitate 6 sessions to reflect on on-track metrics for college and career readiness, including: attendance, conduct, grades, common assessments results, course placements, and social-emotional support.

Participants	Session #
District/Site Admin & Counselors	6

12. **Professional Learning -** Orenda facilitators will provide 14 professional learning sessions to support the following activities:
    - Guided Planning
    - Instructional Strategies
    - Matrix Morph

Participants	Session #
District/Site Admin & Teachers	14

Orenda will work with district leadership to determine whether the delivery of services will be virtual or on-site. Each session ranges from 90 minutes to 3 hours, depending on the context of the work.

PROFESSIONAL FEES

District Services/Group Sessions	# Of sessions	Total Fee for Services
1. District Coaching	10	$24,750
2. Learning Walks	1	$6,188
3. Administrator Power Clinics	9	$33,413
4. Mega Reflection Sessions	5	$18,563
5. Admin Technical Assistance	20	$24,750
6. Assessment Support	3	$3,173
7. Technical Assistance with Data	6	$14,850
Total Fees for District Services/Group Sessions		**$126,227**

School Site Services	# Of Sessions	Cost Per School (13)	Total Fees for Services
8. Admin Site Coaching	35	$6,663.46	$86,625
9. Data Reflection Sessions	10	$2,538.46	$33,000
10. Meta-Reflection Sessions	25	$4,759.61	$61,875
10. Guidance Alignment	6	$1,713.46	$22,275
11. Professional Learning	14	$3,617.30	$47,025
Total Fees for School Services		**$23,099.98**	**$250,800**

TERMS OF PAYMENT

Total fees for the scope of work are $377,027. Orenda Education, the school improvement division of Think Together (a 501(c)(3) nonprofit corporation and the state's largest afterschool provider), will invoice ARUSD in four equal installments of **$94,256.25.** These invoices will be issued in July 2026, October 2026, February 2027, and May 2027.

SCOPE OF WORK AND ROLE AGREEMENT

Orenda values your partnership and will make every effort to complete services in the agreed timeframe. District will hold Orenda Education harmless for any district-initiated cancelled and unscheduled sessions. The Orenda team will work with district/site staff to reschedule alternative dates within reason. We rely on the collaboration of our school partners to ensure scheduling and data needs are met, and we will communicate promptly to develop alternatives if partner or data availability becomes a concern. From time to time, the proposed services and timeline outlined in this scope of work may need to be adjusted to meet the needs on the ground.

In a joint effort to provide services that are timely, responsive to site need and in keeping with the overall goals of the project, the following outlines processes and protocols for the 2026-2027 school year:

- Orenda Ed team members will make every effort to reschedule a session that is cancelled by the site or district leadership. If the leadership is not available or responsive in requests to reschedule the cancelled service, the district will remain responsible for the session.
- In the event of an emergency and the originally scheduled Orenda Ed specialist is unavailable to provide a scheduled service, an Orenda Ed team member will facilitate the session.
- Changes to the Partnership Plan services will occur through mutual agreement between Orenda Ed and site/district leadership. In the event that different or additional sessions above the agreed upon scope of work are required, the team will propose converting existing sessions prior to proposing a new scope of work, if possible.
- Orenda Ed lead will work with site/district leadership to identify which services will take place in a virtual or in-person format. All services can be provided in both formats, and the current context will determine which format is most appropriate.
- Professional Development services will be provided as agreed upon in the Partnership Plan. Staff participation will be the responsibility of the site/district. Orenda Ed team will prepare sessions for the number of participants provided in advance.

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- Orenda Ed will provide the necessary support for services requiring data. Site/district data leads and admin agrees to complete data tasks to set up site teams with the tools and resources needed to fully engage in sessions.

Signature by an authorized representative indicates agreement with the scope of work.

	Alum Rock USD	Orenda Education
By:	Asst. Superintendent Garcia	Genny Sosa, Vice President
Date:		March 12, 2026
Signature:		

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: March 17, 2026

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

- **March 12, 2026, Regular Board Meeting**
- **March 12, 2026, Special 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: March 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 REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, March 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 #23-25/26

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

Vice President Andrés Quintero welcomed everyone in the audience. Vice President Andrés Quintero called the Board Meeting to order at 5:35 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: Andrés Quintero (Vice-President) stated there was a quorum.

5. Special Presentation/Recognition

5.2 Ocala Choir will lead in the National Anthem after the Pledge of Allegiance.

Veronica Talton, VAPA Music Prep Teacher, and the Ocala Choir led the National Anthem.

1. OPEN SESSION *(continued)*

1.6 Discussion And/Or Modification(s) of the Agenda

Vice President Andrés Quintero asked that item 5.1 be heard before item 2.

Member Corina Herrera-Loera asked to hear items 3 closed session after item 13.8.

Vice President Andrés Quintero asked the Board if they agreed to have item 5.1 before item 2.

MOTION #01-22 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

Vice President Andrés Quintero asked the Board if they agreed to have closed session at the end.

MOTION #02-22 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.

MOTION #03-22 by Clerk Minh Pham to adopt the agenda. MOTION #03-22 was seconded by President Linda Chavez.

MOTION #03-22 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

5. Special Presentation/Recognition

5.1 District Spelling Bee – Student Recognition

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:
David Williams, Jane Nicolosi, Male speaker, Diana Thompson, Myra, Kathy, Brenda Hernandez, Almaca Depong, Jessica, Denise, Sara Hurtle, and Daisy Madrigal.

3. Closed Session

3. 1 Recess to Closed Session

The Board recessed to closed session.

4. RECONVENE TO OPEN SESSION

4.1 Report of Action Taken in Closed Session.

Vice President Andrés Quintero said there was a quorum.

Interim Superintendent Garcia said there were no items to report out.

6. Comments and Communications

6.1 Teamsters, 6.2 California School Employees' Association (CSEA), 6.3 Alum Rock Educators' Association (AREA), 6.4 Alum Rock Administrators' Association (ARAA),6.5 Interim Superintendent and 6.6 Board of Trustees.

7. Superintendent/Board Business

7.1 Approve Resolution No. 62-25/26 Proclaiming March 12, 2026 Azteca Mexica New Year's Day.

MOTION #04-22 by Member Corina Herrera-Loera to approve Action Item 7.1 as presented. MOTION #04-22 was seconded by Clerk Minh Pham.

MOTION #04-22 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8. Bonds/ Facilities

8.1 Approve Quote No. Q-14283 through Miracle Playsystems Inc. (PlayPower) for the Purchase and Installation of a TK-Kindergarten Play Structure through Sourcewell Piggyback Master Agreement No. 101625.

MOTION #05-22 by President Linda Chavez to approve Action Item 8.1 as presented. MOTION #05-22 was seconded by Member Corina Herrera-Loera.

MOTION #05-22 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8. Bonds/ Facilities *(continued)*

8.2 Approve the Garland Company Inc. Quote for the Purchase of Roofing Materials through CMAS Piggyback Contract No. 4-20-56-0006B

MOTION #06-22 by Clerk Minh Pham to approve Action Item 8.2 as presented. MOTION #06-22 was seconded by Member Corina Herrera-Loera.

MOTION #06-22 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9. Business Services

9.1 Second Interim Financial Report 2025-2026

Public Comment:
Female Speaker

MOTION #07-22 by Member Corina Herrera-Loera to approve Action Item 9.1 as presented. MOTION #07-22 was seconded by Clerk Minh Pham.

MOTION #07-22 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10. Instructional Services

10.1 Resolution No. 51-25/26 Cesar Chavez Day – March 31, 2026.

MOTION #08-22 by Clerk Minh Pham to approve Action Item 10.1 as presented. MOTION #08-22 was seconded by Member Corina Herrera-Loera.

MOTION #08-22 carried* with a *vote of 4 in favor; 1 opposition (President Linda Chavez); no absent; and no abstention.

10.2 Approve School Sponsored Field Trips

MOTION #09-22 by Clerk Minh Pham to approve Action Item 10.2 as presented. MOTION #09-22 was seconded by Member Corina Herrera-Loera.

MOTION #09-22 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11. Human Resources

11.1 Resignations

Information Only

12. Contracts Over $100,000

12.1 Approve Galileo Learning services contract for the 2025/2026 SY.

MOTION #10-22 by Member Corina Herrera-Loera to approve Action Item 12.1 as presented. MOTION #10-22 was seconded by Clerk Minh Pham.

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

13. CONSENT CALENDAR

Interim Superintendent Garcia asked that item 13.7 be pulled.

Senior Executive Assistant, Maribel Carrillo, said a correction was made to the minutes of the Special Board Meeting of February 26, 2026.

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, and 13.8.***

MOTION #11-22 by Member Corina Herrera-Loera to approve Agenda Item 13. 1, 13.2, 13.3, 13.4, 13.5, 13.6, and 13.8 as presented. MOTION #11-22 was seconded by President Linda Chavez.

14. Future Board Agenda Requests

14.1 Future Board Agenda Requests

15. ADJOURNMENT

15.1 President Adjourns the Meeting

Vice President Andrés Quintero adjourned the meeting at 8:30 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk
mc

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

MINUTES OF A SPECIAL BOARD MEETING
Of The BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, March 12, 2026, at 10:00 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #25-25/26

1. OPEN SESSION

1.01 Call to Order/Roll Call/Land Acknowledgment/Pledge of Allegiance

Vice President Andrés Quintero welcomed everyone in the audience. Vice President Andrés Quintero called the Board Meeting to order at 10:00 pm, followed by Roll Call. Board Members present were Linda Chavez (President) (*Absent*), 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 Assistant Superintendent of Instructional Services), Teresa DeCelles (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources), and Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: Vice President Andrés Quintero stated there was a quorum.

2. Human Resources

2.1 Approve Resolution No. 64-25/26 Reducing/Laying Off Classified Employee Services (1.0 FTE)

MOTION #01-25 by Member Minh Nguyen to approve Action Item 2.1 as presented. MOTION #01-25 was seconded by Member Corina Herrera-Loera.

2. Superintendent/Board Business *(continued)*

MOTION #01-25 carried* with a *vote of 3 in favor; 1 opposition (Clerk Minh Pham); 1 absent (President Linda Chavez); and no abstention.

3. Adjournment

3.1 President Adjourns the Meeting

Vice President Andrés Quintero adjourned the meeting at 10:05 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk

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: March 13, 2026

Subject: **Acceptance of Donations**

Type: Action (Consent)

Support Information: The District has received donations as summarized on the sheet dated March 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:

Meeting: March 26, 2026
Regular Board Meeting

Recommend Approval

13.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
March 26, 2026

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Adelante PTA	Bus Transportation	$ 976.64	Adelante Academy
Adelante PTA	5th Grade-Walden West	$25,275.00	Adelante Academy
Friends of the Palo Alto Children's Theater	Materials & Supplies	$ 900.00	Adelante II Academy
Adelante II Parent	Bus Transportation	$ 1,170.00	Adelante II Academy
Hiller Aviation Museum	Bus Transportation	$ 750.00	McCollam Elementary
Frontstream	Materials & Supplies	$ 34.50	Russo/McEntee Academy
Foothill-DeAnza Colleges Foundation	Field Trips	$ 1,405.00	Ryan STEAM Academy
L.U.C.H.A. PLG	Bus Transportation	$ 621.82	San Antonio & L.U.C.H.A.
American Online Giving Foundation	Materials & Supplies	$ 265.00	Sheppard Middle
Synopsys Silicon Valley	Materials & Supplies	$ 5,000.00	Sheppard Middle
Forced4Giving	Materials & Supplies	$ 394.54	Sheppard Middle

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

To: Sandra Garcia, Interim Superintendent
Honorable Board Members

From: Adelante Dual Immersion Academy

Re: Donation from Adelante Academy PTA

Date: February 23, 2026

Please accept the following donation from Adelante PTA for bus transportation to school sponsored field trips.

Total: $976.64

Donors Information:
NAME: Adelante PTA
EMAIL ADDRESS: 2999 Ridgemont Drive, San Jose CA 95127-4649

Sandra Garcia, Interim Superintendent

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Sandra Garcia, Interim Superintendent

Honorable Board Members

From: Adelante Dual Immersion Academy

Re: Donation from PTA

Date: MARCH 12, 2026

Please accept the following donation from Adelante Dual Immersion Program PTA for 2026 fifth graders participation in outdoor school at Walden West Saratoga .

Total: $25,275.00

Donors Information:

NAME: Adelante PTA

EMAIL ADDRESS: 2999 RIDGEMONT DR CA 92127

Sandra Garcia, Interim Superintendent

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

ADELANTE II DUAL LANGUAGE ACADEMY

1970 Cinderella Lane, San José, CA 95116 Phone: 408-928-7100 Fax: 408-928-7101 Principal: José Cortez

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: March 3, 2026

Re: Friends of the Palo Alto Children's Theatre

Please accept the following donation from Friends of the Palo Alto Children's Theater in the amount of $900 to be deposited into Adelante II's donation account. The funds will be used for field trip transportation.

Thank you,

Mr. José Cortez

Principal

ADELANTE II DUAL LANGUAGE ACADEMY

1970 Cinderella Lane, San José, CA 95116 Phone: 408-928-7100 Fax: 408-928-7101 Principal: José Cortez

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: February 13, 2026

Re: Parent Donation

Please accept the following parent donation in the amount of $1170 to be deposited into Adelante II's donation account. The funds will be used for field trip transportation.

Thank you,

Mr. José Cortez

Principal

McCollam Elementary School

3311 Lucian Ave.• San Jose, CA 95127

Phone (408) 928-8000 **Fax (408) 928-8001**

To: Sandra Garcia, Interim Superintendent

From: Linda Diaz Sepulveda

Re: Monetary Donation to McCollam Elementary

Date: February 27, 2026

Please accept a donation of *a* $750 check from the *Hiller Aviation Museum*. The money will cover the cost of bus transportation for a field trip to the Hiller Aviation Museum for second-grade students on February 11th.

Please deposit the check into the following donation account:

060-9010-0-5835-00-1110-1000-000000-040-2110

RUSSO/MCENTEE ACADEMY

2851 Gay Ave San Jose, CA 95127

(408)928-8900

March 5, 2026

Board of Education:

Please accept the following donation from Frontstream for the amount of $34.50 (check). To support fieldtrips, admissions, materials, supplies and other essentials for Russo/McEntee Academy.

Thank you,

Emeric Bisbee, Principal

Ryan S.T.E.A.M. Academy

1241 McGinness Ave., San José, CA 95127 *Phone: (408) 928-8650* *Fax: (408) 928-8651*

Date: February 24,2026

BUSINESS OFFICE
MAR 2 2026 AM

To: Sandra Garcia, Superintendent
Honorable Board Members
Alum Rock Union Elementary School District

Fr: Clarissa Johnston-Abril, Principal
Ryan STEAM Academy

Re: Donation

Please accept the donation from Foothill- De Anza Colleges Foundation. The donation is given to help with the payment of a field trip in the total amount of $1,405.00. On behalf of everyone at Ryan STEAM Academy, we extend our sincere gratitude.

Please accept this donation as submitted.

Thank you in advance for your approval.

Clarissa Johnston-Abril
Principal

SAN ANTONIO ELEMENTARY & L.U.C.H.A. @ SAN ANTONIO
Alum Rock Union School District (ARUSD)
1721 E San Antonio St, San José, CA 95116 *Phone: (408) 928-8700*
Mrs. Iris Charest-Principal *Mrs. Lupe Cruz-Asst. Principal*
Mrs. Leticia Corona-School Administrative Assistant

February 24, 2026

Honorable Board of Trustees

Alum Rock Union Elementary School District

2930 Gay Avenue

San Jose, CA 95127

Honorable Members of the Board:

Please accept the following donation of $621.82 from L.U.C.H.A. PLG to Alum Rock School District's (L.U.C.H.A.) donation account. The money will be used to reimburse the field trip transportation charges.

Thank you in advance for your approval.

Sincerely,

Iris Charest

Mrs. Iris Charest

ALUM ROCK SCHOOL DISTRICT
WILLIAM SHEPPARD MIDDLE SCHOOL

480 Rough and Ready Road, San Jose, CA 95133 PHONE: 408.928.8800 FAX: 408.928.8801 sheppard.arusd.org

February 27, 2026

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

Dear Board Members:

Please accept the following donation check made to William Sheppard Middle School from:

American Online Giving Foundation	$265.00	Check #0000547012

The check is a donation to our school from American Online Giving Foundation to support all Sheppard Middle School students. Thank you in advance for your approval.

Sincerely,

Mr. Douglas Kleinhenz
Principal

/sna

Attachment

ALUM ROCK SCHOOL DISTRICT
WILLIAM SHEPPARD MIDDLE SCHOOL

480 Rough and Ready Road, San Jose, CA 95133 PHONE: 408.928.8800 FAX: 408.928.8801 sheppard.arusd.org

February 27, 2026

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

Dear Board Members:

Please accept the following donation check made to William Sheppard Middle School from:

Synopsys Silicon Valley	$5,000.00	Check #9322

The check is a donation to our school from Synopsys Silicon Valley Science and Technology Outreach Foundation to support STEM Opportunity for Sheppard Middle School students. Thank you in advance for your approval.

Sincerely,

Mr. Douglas Kleinhenz
Principal

/sna

Attachment

ALUM ROCK SCHOOL DISTRICT
WILLIAM SHEPPARD MIDDLE SCHOOL

480 Rough and Ready Road, San Jose, CA 95133 PHONE: 408.928.8800 FAX: 408.928.8801 sheppard.arusd.org

February 27, 2026

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

Dear Board Members:

Please accept the following donation check made to William Sheppard Middle School from:

Force4Giving	$394.54	Check #0000216958

The check is a donation to our school via mercury.com to support all students. Thank you in advance for your approval.

Sincerely,

Mr. Douglas Kleinhenz
Principal

/sna

Attachment

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: March 12, 2026

Subject: **Approval of Fundraising Activities**

Type: Action (Consent)

Support Information: The District has received fundraising requests as summarized on the attached sheet dated March 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 TD Title: Assistant Superintendent, Business Services

To the Board of Trustees:

Recommend Approval

13.3
Agenda Placement

Meeting: March 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
March 26, 2026

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Lyndale Elementary	Spirit and Uniform Sales	ASB	03/27/26-06/30/26

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Lyndale ES Date: 3/16/26

Description of Event: Type Spirit and Uniform Shirts Sale Vendor Global Uniforms

Purpose for Event: To raise funds for Field Trips and 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: N/A

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

Proposed Date(s) of Event: March 27, 2026 - June 30, 2026 Time of Event: School hours

Contact Person: Jackie Montejano

Location of Proposed Activity: On campus

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative _____ _____
Signature Date

Principal Approval: _____ 3/16/2026
Signature Date

Reviewed by Business Services: _____ Date: 3/16/2026

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

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: March 26, 2026

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

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

Recommend Approval

13.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CLASSIFIED PERSONNEL – March 26, 2026

CLASSIFIED OFFERS OF EMPLOYMENT:

I. 39-Month Reemployment

1.	Gonzalez, Norma L	Campus Paraeducator/Aptitud	03/16/2026-06/16/2029

II. Unpaid Personal Leave of Absence

1.	Saavedra, Irma C	Paraeducator Special Education I/Adelante I	03/10/2026-06/09/2026

III. Retirement

1.	Durham, Douglas	Coordinator of Student Information System/ Student Support Services	07/01/2026

IV. Contract

1.	Lozano, Lorena	Music Coach/Academic Services Dept.	3/27/2026-6/30/2026

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

13.5

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 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:

Recommend Approval

13.5
Agenda Placement

Meeting: March 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
March 26, 2026 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Lyndale Elementary School Jackie Montejano	03/27/2026-06/30/2026	Community School of Music and Art	$8,500.00	CSMA will provide four paint night experiences for Lyndale ES students in all grades and one community family art night. CSMA will provide all materials and supplies, professional teaching artists, food, and refreshments. CSMA will also supply a promotional flyer for the school to share in advance of the community family art night. Funding: Restricted
Lyndale Elementary School Jackie Montejano	03/27/2026-06/30/2026	Parent Institute for Quality Education (PIQE)	$14,500.00	PIQE will facilitate an 8-week Family Engagement Program designed to educate, empower, and inspire parents to take an active role in helping their children stay engaged in school, improve academic performance, build positive relationships, and prepare for post-secondary education. Funding: Restricted
Painter Elementary School Dr. Joseph Manluco	04/01/2026-04/30/2026	United Audio & Visual	$250.00	United Audio & Visual will provide services for Ben Painter's Student/Parent dance on April 28th, 2026 for 2 hours. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Ryan Elementary School Clarissa Johnston-Abril	05/01/2026- 05/01/2026	Fun Services Bay Area	$3,016.23	Fun Services Bay Area will provide games and prizes for our Family engagement day. Fun Services Bay Area will set up and tear down each of the games on the blacktop. Games will be supervised by volunteers of Ryan families and City Year. Funding: Restricted
Business Services Teresa DeCelles	05/01/2026- 06/30/2027	Crowe LLP	$91,350.00	Yearly Audit and Reporting on the Financial Statements of Alum Rock School District for the Fiscal Year Ending June 30, 2026. Completion of Modified Accrual to Full Accrual Conversion Entries required by GASB 34. Funding: General
Business Services Teresa DeCelles	07/01/2026- 06/30/2027	Crowe LLP	$16,275.00	Yearly Audit and Reporting on the Financial Statements and Performance Audit of Alum Rock School District Bond Program for Measure I and Measure S for the Fiscal Year Ending June 30, 2026. Funding: Restricted
M.O.T. Eric Wasinger	02/24/2025- 02/28/2026	Restoration Management Company	$1,950.00	Ratify - Asbestos Testing Due to Fire Damage at Hubbard Multi-Purpose Room and Kitchen. Funding: General
M.O.T. Eric Wasinger	03/27/2026- 06/30/2026	United Mechanicals Inc.	$84,887.00	United Mechanicals will provide service to remove, replace, and install a new outdoor walk-in refrigerator at Aptitud Academy at Goss. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Special Education Anthony Colonna	01/30/2026- 06/30/2026	Mind by Design	$24,000.00	Contract Extension: CO 268271, Board approved February 12, 2026. Original Contract amount: $8,000. New Contract amount: $32,000. Mind by Design will conduct an Independent Educational Evaluation (IEE) in the area of Psycho-educational evaluation (includes achievement) per parent request. Funding: Restricted
Special Education Anthony Colonna	01/30/2026- 06/30/2026	Bird-Kern-Dalma	$2,500.00	Contract Extension: CO 268267, Board approved January 29, 2026. Original Contact amount: $3,000. New Contract amount: $5,500. Parent requested an Independent Evaluation (IEE) in the area of AAC. Funding: Restricted

Docusign Envelope ID: EA6C7B6A-46C9-4A9F-AAD6-C8BC0F1 0DF 96

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. 21241

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: Community School of Music and Arts

Address: 230 San Antonio Circle City: Mountain View State: CA Zip: 94040

Phone: (650) 917-6800 Email Address: amarcial@arts4all.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on March 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").
CSMA shall provide a total of four paint night experiences for Lyndale Elementary students and community members, with dates to be determined. This will include a three grade-level paint nights serving students accross TK-5th grade and one community family art night. CSMA will provide all materials and supplies, professional teaching artists, food and refreshements, and a fill administrative oversight to ensure each event is executed smoothly. CSMA will also supply a promotional flyer for the school to share in advance of the community family art night.

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:** $ 8,500 (describe rate agreement) _____

Not to Exceed $8,500.00

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	6332	0	5815	00	1110	3130	000000	030	6332	8,500	3/9/26
											3/9/26

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

community school of music and arts

Lyndale Paint Night Quote and Services

CSMA will provide the following opportunities for Lyndale Elementary students and community members. Dates for these experiences are TBD.

Paint Nights	Hours	Teaching Artists	Total Cost
Grades 3-5 (150 participants)	1.5	4	$2,600.00
Grades TK-K (75 participants)	1.5	2	$1,550.00
Grades 1-2 (75 participants)	1.5	2	$1,550.00
Community family art night (150 participants)	2	4	$2,800.00

Each paint night will also include the following:

- All materials and supplies and materials for the participants listed above
- Experienced working professional teaching artists with prepared materials and supplies to serve all participants
- Hospitality including a variety of food, beverages, snacks, and small bites for all participants listed above
- Full administration and oversight to ensure operation of such experience is fully executed with ease for each event
- Flyer for school to post for the community family art night

Docusign Envelope ID: 761FF437-60D3-80A3-8209-F8E0B865D329

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: PIQE (Parent Institute for Quality Education)

Address: 1400 Coleman Ave., Ste. D11 City: Santa Clara State: CA Zip: 95050

Phone: (408) 275-9171 Email Address: cmaxwell@piqe.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on March 27, 2026, and will diligently perform as required and complete performance by June 6th, 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").
PIQE shall facilitate an 8-week Signature Family Engagement program designed to educate, empower, and inspire parents to take an active role in helping their children stay engaged in school, improve academic performance, build positive relationships, and prepare for post-secondary education. Other services include weekly telephone calls to participating households, parent recruitment, class instruction by PIQE-certified facilitator, lesson materials and handouts, and certificates for graduating parents.

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

_____ 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, 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	3130	000000	030	6332	14,500.00	3/9/24
											3/9/24

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

QUOTE

Parent Institute for Quality Education
1400 Coleman Ave., Ste. D11
Santa Clara, CA 95050
Phone Number: (408) 275-9171
Fax Number: (408) 275-9172

08 - Bay Area

Program: Signature Family Engagement

Quote Date: 2/17/2026

Quarter, Year: Spring 2026

Quote Issued To:	Alum Rock Union School District 2930 Gay Ave San Jose 95127 408-928-6800	**School Served:**	Lyndale Elementary 13901 Nordyke Drive San Jose Ca 95127 408-928-7900

Quote Number	Contact Person	P.O. Number	Term	PIQE Tax I.D.
Q-08-0009			Upon Receipt	33-0259359

Item	Description of Quote	Cost Per Graduate	Total
1	Signature Family Engagment- Elementary School Throughout this eight-week workshop, PIQE's signature program, fulfills its goal of educating, empowering, and inspiring parents of K–12 school age children to take an active role in encouraging and enabling their children to: stay in school; improve their academic performance; develop healthy and constructive relationships with their parents, teachers, and counselors; and, focus on preparing themselves for a post-secondary education. Other services include: - Weekly telephone calls to all households - Recruitment of parents - Class instruction given by PIQE certified facilitator - Provide each participant with lesson materials and handouts - Certificate for each graduating parent	FLAT	$14,500.00
		Quote Total	**$14,500.00**

Christan Maxwell

Executive Director's Name and Authorizing Signature

The Parent Institute for Quality Education (PIQE) is a 501(c)(3) non-profit organization headquartered in San Diego, CA. PIQE's mission is to provide families with the knowledge and skills to partner with schools and communities to ensure their children achieve their full potential. PIQE has developed and implemented strategies to facilitate the active involvement of parents in their schools to attain parent participation in the education of their children and support their success.

Home Office Mailing Address:
Parent Institute for Quality Education
2405 E. Plaza Blvd.
National City, CA 91950-5101

Thank you for allowing us to participate with your school and the parents of your community

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Joseph Manluco

☑ **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: United Audio & Visual

Address: 1753 Commodore Dr. City: San Jose State: CA Zip: 95133

Phone: (408) 816-4486 Email Address: accounting@unitedaudioandvisual.com

SSN: _____ or Fed I.D. #: 92-1864514

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on April 1, 20 26, and will diligently perform as required and complete performance by April 30, 20 26, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

United Audio & Visual will provide services for Ben Painter's Student/Parent dance in April 2026 (single event, 2 hours long).

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:** $ 250 (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	9010	0	5815	00	1110	1000	000000	160	2110	$250	12/25/26

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

United Audio & Visual
UNITED AUDIO & VISUAL (UAV)
UNITED AUDIO & VISUAL LLC
Office 408.816.4486
E-Mail: info@unitedaudioandvisual.com Website: www.unitedaudioandvisual.com

UNITED AUDIO & VISUAL LLC CONTRACT

Client: Alum Rock Union Elementary School District (ARUSD) (Ben Painter Elementary)

Phone / E-mail: 408.928.8403 / joseph.manluco@arusd.org

Client Address: N/A

Event Date(s): April 1, 2026 - April 30, 2026 (unconfirmed date)

Time(s): Set up: 2:00pm Event: 3:00pm - 8:00pm

Event Location & Address: Ben Painter Elementary 500 Rough & Ready Road San Jose, CA 95133

Event Coordinator: Dr. Joseph Márquez Manluco

Type of event: School event

This contract is to ensure both the Client and **UNITED AUDIO & VISUAL LLC** agree to the following.

- **UNITED AUDIO & VISUAL LLC** will arrive 1 hour(s) before the start of the event.
- Absolutely no one except the Client and Coordinators are allowed in the production area.
- The Client is liable for any damages caused by any spectators or guest tampering with or Destroying any equipment **UNITED AUDIO & VISUAL LLC** has brought to the event.
- **UNI UNITED AUDIO & VISUAL LLC** will provide proof of Liability Insurance to clients and venues.

UNITED AUDIO & VISUAL LLC CONTRACT
(Continued)

UNITED AUDIO & VISUAL LLC hereby proposes the following fee in accordance with the specifications previously listed:

Total-	$250.00	Tender:	Check
Deposit-	$	Tender:	
Balance-	$250.00	Tender:	Check
Late Fee-	$	Tender:	
Overtime-	$	Tender:	
Additional -	$	Tender:	
New Balance-	$	Tender:	

Credit Card payments are accepted swipe or manual input. Credit Card Authorization Form is required for all manual transactions. Direct ACH is available upon request of ACH form. Zelle payments direct to: info@unitedaudioandvisual.com. Venmo payments: @uav. Bill.com services. *(See line #4 for payment agreements)*

Set Up Package:

NOTES: Dj Services: Dj with over 25 years experience, Dj Console, RCF J8 Speakers
Chauvet Gigbar move 2 lighting

1. The balance is to be paid the day before or at the start of the event. No final payments are to be made unless prior arrangements are made with **UNITED AUDIO & VISUAL LLC**.

2. If payment is not received by the close of the event. The Client will be liable for an automatic **$100.00 LATE FEE** along with an additional **$25.00 PER DAY LATE FEE** after the event date will be charged until the balance of the contract with **LATE FEE'S** are paid in full. All fees will commence at the end of the dated event if payment is not received. The late fees are enforced regardless of the wait for check request and/or any types of payment verification process.

3. Any ***OVERTIME*** will result in a minimum charge of $500.00 per hour depending on set up and event. Overtime requests must be approved by the venue manager or supervisor with full control of ordinance Thirty (30) minutes before the end of the event. Once the client's request is approved by the venue manager or supervisor and signs for overtime services from **UNITED AUDIO & VISUAL LLC**. The Client is obligated to pay for the full hour regardless of if the event does not reach the specific hour requested. The overtime charges will be added to the balance.

UNITED AUDIO & VISUAL LLC
(Continued)

4. All payments are to be paid in cash, company check, Credit Card, Direct ACH, Venmo or Zelle. No personal checks will be accepted unless approved by **UNITED AUDIO & VISUAL LLC**. Company checks must have the current date and made payable to **UNITED AUDIO & VISUAL LLC**. Credit Cards are taken via Square Payments VIA swipe or manual transaction. A Credit Card Authorization Form is needed for manual transactions. All credit card payments have a 4% fee per transaction.

CANCELLATION / RESCHEDULING POLICY- The Client may cancel this contract only by written or verbal notice to **UNITED AUDIO & VISUAL LLC**. The deposit **WILL NOT BE REFUNDED** after the contract has been signed and the deposit has been issued. If a deposit was not issued, then the client is subject to pay 50% of the contract rate of the event. If the event is cancelled upon **UNITED AUDIO & VISUAL LLC** arrival to the event location, the client will be subject to pay the **FULL** contracted rate agreed upon. The client can reschedule the event with written valid reason and will be subject to pay a $200.00 reschedule fee and can only reschedule the new event within a 12 month range from the time of notice. **LATE FEE** and **DAILY FEES** apply to the cancellation and rescheduling policy if payment is not received.

I/WE HAVE READ AND UNDERSTAND THE TERMS OF THIS CONTRACT AND WILL ABIDE BY THE TERMS SETHFORTH.

CLIENT

Name (print): Joseph Manlucu Title: Principal

Signature: [signature] Date: 2/23/26

UNITED AUDIO & VISUAL LLC

Representative (print): Chris Caroza Title: Operations Manager

Signature: [signature] Date: 2/13/26

Docusign Envelope ID: 912BBF9D-727E-4ACF-9E36-E081ED2D0014

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Ryan STEAM Academy (School/Dept.) VENDOR NO. 11889

Submitted by: Clarissa Johnston

☑ **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: Fun Services Bay Area

Address: 1262A Lawrence Station Rd. City: Sunnyvale State: CA Zip: 94089

Phone: (408)745-1976 Email Address: info@funservicesbayarea.com

SSN: _____ or Fed I.D. #: 946172142

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 1, 2026, and will diligently perform as required and complete performance by May 1, 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").
Fun Services Bay Area will provide games and prizes for our Family engagement day. Fun Services Bay Area will set up and tear down each of the games on the blacktop. Games will be supervised by volunteers of Ryan families and City 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:** $3016.23 (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	3130	000000	100	6332	$3016.23	3/10/26
											3/10/26

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

DocuSign Envelope ID: 912B8F9D-727E-4ACF-9E36-E661ED2D0014

Fun Services
1262 Lawrence Station Road, Suite A
Sunnyvale, CA 94089
www.FunServicesBayArea.com

Rental Contract

(408) 745-1976
Info@FunServicesBayArea.com

Group Name: Ryan Elementary
Contact: Rubi Solis
Address: 1241 Mc Ginness Ave.
City: San Jose Zip: 95127
PH:
Delivery Location:

Cell: 408-417-5637
Cell:
Email: rubi.solis@arusd.org
Email:

Date of Event: 5/1/26
Pick Up Date:
Delivery Date: 5/1/26
Times Window: 12:00-3:00pm

Event Hours: 5:00-7:00pm
Return Date:
Pick Up Date: 5/1/26
Times Window: 7:15pm

#	ITEM	UNIT COST	TOTAL
	10' x 10' Canopy Booth		$ -
	1/2 Side Wall		$ -
	1/2 Front Wall		$ -
	Full Back Wall		$ -
	Canopy Booth Weight		$ -
	Canopy Booth Lighting		$ -
	Canopy Shelf		$ -
	10' x 10' Food Booth		$ -
10	8' Hinged Barrier Booth		$ -
	Barrier Booth Umbrella		$ -
	Dunk Tank		$ -
	Splash Down		$ -
	High Striker		$ -
1	Kiddie Striker		$ -
	9 Hole Mini Golf Course		$ -
	Giant Carnival Game		$ -
	Style _____		
	Corn Hole (2 Boards/Game)		$ -
	Theme _____		
	Inflatable Surface _____		
	Bounce House		$ -
	Style _____		
	4 in 1 All Star Combo		$ -
	5 in 1 Castle Combo		$ -
	24' Dual Lane Slide		$ -
	18' Single Lane Slide		$ -
	Obstacle Course		$ -
	Style _____		
	3 Lane Bungee Run		$ -
	Axe Throw		$ -
	Baseball Radar Pitch		$ -
	Basketball Connect 4		$ -
	Batter Up		$ -
	Bullseye Ball		$ -
1	Dart Soccer		$ -
	Electronic Basketball		$ -
	Multi-Sports Inflatable		$ -
	Pedestal Joust		$ -
	Zap A Mole		$ -
1	Generator	$ 140.00	$ 140.00
	Foosball Table		$ -
	Giant Checkers		$ -
	Giant Connect 4		$ -
	Giant Jenga		$ -
	Spin Art Machine		$ -
	Frisbee Art Machine		$ -
	Cards- 50 5" x 7"		$ -
	9" Frisbees- 50 Per Box		$ -
	Art Paint- 5 Per Set		$ -
3	Prem. Carnival Game	$ 15.00	$ 45.00
6	Trad. Carnival Game		$ -
1	Assorted Prizes		$ -
1	Fun Fair Event #3	$ 2,299.00	$ 2,299.00

Back-Up Prize YES _____
Pack Requested NO X

#	ITEM	UNIT COST	TOTAL
7	6' Table* (Set Up Extra)	$ 9.75	$ 68.25
	60" Round Table* (Set Up Extra)		$ -
	9' Market Umbrella* (Set Up Extra)		$ -
	White Chair* (Set Up Extra)		$ -
	6' Table Cover _____		$ -
	60" Table Cover _____		
	Hot Dog Steamer		$ -
	Pretzel Warmer		$ -
	Cotton Candy Machine		$ -
1	Cotton Candy Bubble		$ -
1	Cotton Candy Tray- Holds 8		$ -
1	Cotton Candy Cones- 75 Per Bag		$ -
6	Cotton Candy Floss (65 Servings)		$ -
6	Cotton Candy Bags- 100/Bag		$ -
	Nacho Cheese Dispenser		$ -
	Nacho Cheese- 70 Servings/Bag		$ -
	Popcorn Machine		$ -
	Popcorn Bags- 100/Bag		$ -
	Popcorn- 200 Servings/Case		$ -
	Snow Cone Machine		$ -
	Snow Cone Tray- Holds 8		$ -
	Snow Cone Cups- 100/Bag		$ -
	Snow Cone Syrup (30-35 Servings)		$ -
	Snow Cone Straws- 100/Bag		
	Bingo (Cage, Balls, Board)		$ -
	Shutter Cards- 100 Cards		$ -
	Bingo Paper Cards- 25/Pad		$ -
	Dart Balloons- 144/Bag		$ -
3	Lollipops- 100/Bag	$ 15.50	$ 46.50
6	Play Tickets Color TBD		$ -
	Prize Wheel		$ -
	Raffle Drum		$ -
	Wristbands- 100 _____		$ -

Event Notes & Miscellaneous Non Taxable Items

1	Set-up Teardown	$ 150.00	$ 150.00
			$ -
	Fun Fair #3 includes $500 assorted prize pack.		$ -
			$ -
	In lieu of deposit, it is understood and agreed		$ -
	that if the event is cancelled within 45 days		$ -
	of scheduled date, 50% of the total funds due		$ -
	shall be payable upon receipt.		$ -
			$ -
	Client to signed contract by 3/31/26 to hold		$ -
	reservation.		$ -
			$ -

Sub Taxable:	$ 2,552.25
Non Taxable:	$ 200.00
Delivery & Pick Up:	$ 150.00
Miscellaneous Non Taxable:	$ 87.07
3% Service Charge:	$ 26.91
9.375% Sales Tax:	
Sub Total:	$ 3,016.23
Deposit Due By:	
Final Balance Due: PO to be issued	$ 3,016.23

_____ Amex
_____ Visa
_____ MC

Card Holder:
Address:
City: Zip:

CC# _____ Exp. Date _____

Security Code Back of Card _____

CDL # & Exp. Date _____

I have read, understand, and agree to all rules & regulations on both sides of Rental Contract

Customer Signature Date

3% Service Charge added to all orders for living wage, insurance

Docusign Envelope ID: 912B8F9D-727E-4ACF-9E36-E061ED2D0014

Ball Bingo (T)
Ball Bounce (T)
Bank Shot (T)
Bean Bag Toss
Blitz (T)
Bull's Eye- PREMIUM
Bumper Car (T)
1 **Can Can (T)**
Coin Toss- PREMIUM
Colors- PREMIUM
Cover The Spot (T)
Cross Bow (T)
Dart Balloon*
Dice Game (T)
1 **Duck Pond (T)**
Dunk It (T)
Egg Roll (T)
Fish In A Bowl- PREMIUM
Hit The Bucket- PREMIUM
Honey Drop- PREMIUM
Kool Pool (T)
1 **Lollipop Tree (T)***
Loop De Doo (T)
Madness- PREMIUM
1 **Milk Can**
Mini Golf
Over & Under (T)
Par 1 Golf
Plinko
Plush Ring Toss
Pool Shark (T)
Potty Toss- PREMIUM
Prize Is Right (T)
Rebound (T)
Ring Any Bottle (T)
Ring Any Peg (T)
Shockwave- PREMIUM
Shooting Gallery (T)
Shoot The Chute (T)
1 **Ski Ball**
Slap Shot (T)
Smoke Stack (T)
1 **Space Miner (T)-** PREMIUM
Stand A Bottle- PREMIUM
Stop & Throw
Sultan Toss
Swing A Win/Fun (T)
Taz Toss
Tic Tac Toe (T)
Tip The Clown (T)
Treasure Chest (T)
1 **Troll Dentist-** PREMIUM
White Tiger Toss

(T) Table required to operate game. Customer may provide table or rent from Fun Services.
(*) Game may require purchase of additional supplies.

All required deposits are non refundable. 100% of remaining balance shall be due in full for entire orders canceled within 7 days of event. A 50% cancellation fee will apply to any equipment canceled within 7 days of event.

If equipment is delivered to event site by Fun Services & event is canceled, the remaing balance shall be due. If event is canceled due to inclement weather, Fun Services must be notified not less than (1) full business day prior to the event. If full business day requirement is met, deposit will be credited towards future event.

Renter understands that no refunds/credits will be given on equipment that requires electricity due to insufficient amperage to operate said equipment, and agrees to follow instructions carefully regarding all electrical requirements.

Indemnication: Lessee assumes liablity for, and shall indemify, defend and hold harmless lessor, its agents, employees, officers, directors, successors and assigns from and against, any and all libilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness or death). Claims, penalties, suits, actions, costs, and expenses, including attorney's fees, of whatsover kind and nature, relating to or arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by lessee or lessor). Operation, ownership, selection, delivery, leasing or return of the equipment, regardless of where, how, and by whom operated or any failure on the part of lessee to perform or comply with the conditions of this Rental Contract. The parties agree that lessor shall only be liable or responsible for actions of sole negligence or willful misconduct.

Without limited generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of any equipment, act or omission by lessor, and lessee for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgement, or other resolution or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such action is commenced naming lessor as a party, lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessor for all costs, expenses, and attorney's fees incurred by lessor in such defense.

The indemnities and assumptions of liabilities and obligations herein provided shall continue in full force and effect notwithstanding the expiration or other termination of the Rental Contract.

It is understood and agreed by both parties that the purpose of this clause is to completely shift the risk of all claims relating to or arising out of the rental of the equipment to lessee hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of lessor.

Fun Services makes no warranty or representation that the merchandise or equipment is fit for any particular use or purpose, either expressed, or implied, or that it is free of latent defects. Fun Services shall not be responsible for any defect or failure unknown to Fun Services. The renter shall terminate the use of equipment as soon as a defect or failure is detected. The renter will contact Fun Services immediately when the defect or failure is found.

Renter acknowledges that they have, or will, inspect the equipment prior to its use and finds it suitable for renter's needs. Renter acknowledges receipt of all items listed in this Rental Contract and that the equipment is in good working order and repair and that renter understands (without further instructions) its proper operation and use.

Added Rule/Regulation as of May 19, 2020: "Customer agrees to follow all state and local guidelines as it pertains to COVID-19"

Inflatable Attractions	Electrical outlet must be within 75 feet of unit. Unit must be on level ground. Unit cannot be operated under rainy or wind conditions in excess of 15 MPH. Adult supervision is required at all times.
Dunk Tank	Trailer requirement for towing is a 2" ball that customer provides when Fun Services is not delivering to event location. Customer provides hose and water source to fill tank. Unit must be on level ground. No person under 5 FT. tall, or under 18 years of age, or any non swimmer is allowed to enter dunk tank. Do not operate dunk tank under rainy conditions. Adult supervision is required at all times.
Splash Down	Customer provides hose with continuous water source. Customer provides chair. Unit must be on level ground. Do not operate under rainy conditions. Adult supervision is required at all times.
High Striker Kiddie Striker ***Only High Striker requires towing***	Trailer requirement for towing is a 2" ball that customer provides when Fun Services is not delivering to event location. Area should be roped off; unit must be on level ground. Adult supervision is required at all times.
Tables, chairs, and umbrellas*	Rental price does not include set-up & take down. Consult your Fun Servies rep for pricing on this service.

Inflatable Attractions
Dart Soccer
Zap A Mole
Electronic Basketball
Multi-Sports
Baseball Radar Pitch

Equipment Requires Electricity (110V 3 Pro
Axe Throw
Basketball Connect 4
Batter Up
Frisbee Art Machine
Spin Art Machine
Canopy Booth Lighting

Cotton Candy Machine
Snow Cone Machine- **Customer provides ice (Small cubed, party style) 100# for every 300 snow cones**
Hot Dog Steamer
Popcorn Machine
Nacho Cheese Dispenser
Pretzel Warmer

Electrical requirements for items vary. Contact your Fun Services representative for more information.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 021155

Business Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

[.] **MOU** (negotiated Agreement)
[ ] Exhibit B & C (Fingerprinting and TB Test)
[ ] **MASTER CONTRACT PARTICIPATION**
[✓] Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absence of negotiated agreement.*

Name of Individual/Company: Crowe LLP
Address: 400 Capitol Mall Suite #1400 City: Sacramento State: CA Zip: 95814
Phone: (916) 441-1000 Email: Charles.Raibley@crowe.com
SSN: _____ Fed I.D. #: _____
CONTRACT TERM: start dates May 1, 2026 end date June 30, 2027

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Yearly Audit and Reporting on the Financial Statements of Alum Rock School District for the Fiscal Year Ending June 30, 2026. Completion of Modified Accrual to Full Accrual Conversion Entries required by GASB 34.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $NTE $91,350.00 = FY 2025-2026 pay $25,000.00; FY 2026-2027 pay $66,350.00

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5812	00	0000	7100	000000	700	7100	$91,350.00	
										3/6/26	

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 3/11/26
Director of Fiscal Services: BSaini Date: 3/6/2026
Asst. Supt., of Business Services: _____ Date: 3/11/26
Superintendent: _____ Date: _____

Docusign Envelope ID: A0016FC8-6BB9-49DE-94A7-1962618845A5



Crowe LLP
Independent Member Crowe Global

400 Capitol Mall, Suite 1750
Sacramento, CA 95814-4498
Tel +1 916 441 1000
Fax +1 916 441 1110
www.crowe.com

February 16, 2026

Ms. Teresa Decelles
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, California 95127-2322

Dear Ms. Decelles:

This letter agreement confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services, as more fully set forth herein (the "Services"), and the deliverables set forth herein (the "Deliverables") to Alum Rock Union Elementary School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any attachments or addenda thereto, are an integral part of this letter agreement and are incorporated herein by reference (collectively, the letter agreement, Crowe Engagement Terms, and any attachments or addenda are defined as the "Agreement").

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2026.

We will audit and report on the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining Fund Financial Statements
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Expenditures of Federal Awards
- Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
- Schedule of Charter Schools

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Schedule of the Client's Proportionate Share of the Net Pension Liability

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- Schedule of the Client's Contributions

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Schedule of Financial Trends and Analysis – Unaudited
- Organization

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

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As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Trustees of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and Regulations, and the results of that testing, based on the requirements of the State of California's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Accordingly, this report is not suitable for any other purpose.

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an

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audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

Although some professionals assigned to the engagement may have a Juris Doctor, an L.L.M., or other law degree, Crowe and its personnel do not practice law and have not been engaged to provide any legal advice. You acknowledge and agree that neither Crowe nor any of our personnel will be asked or engaged to provide any legal advice in providing any services to you.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Monitoring independence includes monitoring affiliates and obtaining information about those entities. For the purpose of complying with applicable independence requirements, the Client agrees to provide Crowe, at least annually, a complete and accurate legal entity listing (e.g. component units included in the Client's financial statements), and a listing of other entities that meet the definition of affiliate under the applicable independence standards that are not included on the legal entity listing (e.g. joint ventures, jointly governed organizations, related organizations, and equity method investments). Crowe's independence may be impaired when an event occurs that impacts the Client's financial reporting entity. The financial reporting entity includes a primary government, organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's basic financial statements to be misleading or incomplete. The Client is responsible for providing Crowe timely, advance notice of events impacting the financial reporting entity so that both parties may assess the impact, if any, of such event on independence. Such notice may include timely providing Crowe notice of any changes in financial accountability amongst the primary government and current and potential component units including changes in board appointment responsibilities, financial benefit/burden relationships, or fiscal dependence. In assessing the impact of such event on independence, the parties will take appropriate action, which may require us to terminate the engagement. In addition, an impairment that extends to engagements with affiliates may require us to terminate multiple engagements, including those that may not be specific to this engagement letter.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

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Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service

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by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

"Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement."

FEES

Our fees, exclusive of out-of-pocket expenses, are outlined below.

Description of Services	Fee Amount
Audit of Alum Rock Union Elementary School District for the year ending June 30, 2026	$83,500
Completion of Modified Accrual to Full Accrual Conversion Entries required by GASB 34	$3,500
	$87,000

We will invoice you as our services are rendered.

The above fee assumes testing of no more than two (2) federal programs under the Uniform Guidance for the fiscal year ending June 30, 2026. Each additional program will be billed at $7,000 per program.

To offset various overhead expenses associated with providing professional services that are not directly invoiced, a business services fee will be billed at five percent (5%) of total invoiced fees and expenses prior to tax. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other related support on this engagement.

Our invoices are due and payable upon receipt. Invoices that are not paid within thirty (30) days of receipt are subject to a monthly interest charge of one percent (1%) per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid thirty (30) days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls

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- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe work product.

Crowe will provide the Services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This Agreement reflects the entire agreement between the parties relating to the services (or any reports, Deliverables or other work product) covered by this Agreement. The engagement letter and any attachments or addenda hereto (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this Agreement, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or

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incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any claim, action or dispute arising out of or related in any way to this Agreement, the Services provided by Crowe or the parties' relationship generally, whether in contract, tort or otherwise, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement are acceptable to you, please sign below and return one copy of this Agreement at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 021155

Business Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☐ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☑ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absence of negotiated agreement.*

Name of Individual/Company: Crowe LLP

Address: 400 Capitol Mall Suite #1400 City: Sacramento State: CA Zip: 95814

Phone: (916) 441-1000 Email: Charles.Raibley@crowe.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2026 end date June 30, 2027

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Yearly Audit and Reporting on the Financial Statements and Performance Audit of Alum Rock School District Bond Program for Measure I and Measure S for the Fiscal Year Ending June 30, 2026.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $NTE $16,275.00 pay FY 2026-2027

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
210	9600	0	5812	00	9000	8500	000000	450	9600	$16,275.00	3/6/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 3/11/26

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: 3/11/26

Superintendent: _____ Date: _____

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Crowe

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Fax +1 916 441 1110
www.crowe.com

February 16, 2026

Ms. Teresa Decelles
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, California 95127-2322

Dear Ms. Decelles:

This letter agreement confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services, as more fully set forth herein (the "Services"), and the deliverables set forth herein (the "Deliverables") to Alum Rock Union Elementary School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any attachments or addenda thereto, are an integral part of this letter agreement and are incorporated herein by reference (collectively, the letter agreement, Crowe Engagement Terms, and any attachments or addenda are defined as the "Agreement").

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client's Measure I and Measure S General Obligation Bonds for activity for the year ending June 30, 2026.

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

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In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to those charged with governance of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

PERFORMANCE AUDIT SERVICES

Our Responsibilities We will conduct a performance audit on the Client's Measure I and Measure S General Obligation Bonds activity for the year ending June 30, 2026. The objective of our Performance Audit will be to determine if the bond funds have been expended only on the specific projects listed in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

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The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

FINANCIAL AND PERFORMANCE AUDIT SERVICES

Our Responsibilities

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

Although some professionals assigned to the engagement may have a Juris Doctor, an L.L.M., or other law degree, Crowe and its personnel do not practice law and have not been engaged to provide any legal advice. You acknowledge and agree that neither Crowe nor any of our personnel will be asked or engaged to provide any legal advice in providing any services to you.

The Client's Responsibilities

Docusign Envelope ID: E63349A6-214E-48CD-9A63-CC034139C417

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Monitoring independence includes monitoring affiliates and obtaining information about those entities. For the purpose of complying with applicable independence requirements, the Client agrees to provide Crowe, at least annually, a complete and accurate legal entity listing (e.g. component units included in the Client's financial statements), and a listing of other entities that meet the definition of affiliate under the applicable independence standards that are not included on the legal entity listing (e.g. joint ventures, jointly governed organizations, related organizations, and equity method investments). Crowe's independence may be impaired when an event occurs that impacts the Client's financial reporting entity. The financial reporting entity includes a primary government, organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's basic financial statements to be misleading or incomplete. The Client is responsible for providing Crowe timely, advance notice of events impacting the financial reporting entity so that both parties may assess the impact, if any, of such event on independence. Such notice may include timely providing Crowe notice of any changes in financial accountability amongst the primary government and current and potential component units including changes in board appointment responsibilities, financial benefit/burden relationships, or fiscal dependence. In assessing the impact of such event on independence, the parties will take appropriate action, which may require us to terminate the engagement. In addition, an impairment that extends to engagements with affiliates may require us to terminate multiple engagements, including those that may not be specific to this engagement letter.

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Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

FEES

Docusign Envelope ID: E63349A6-214E-48CD-9A63-CC034139C417

Our fees, exclusive of out-of-pocket expenses, are outlined below.

Description of Services	Fee Amount
Financial Statement and Performance Audit of Measure I General Obligation Bonds for the year ending June 30, 2026	$15,500
Financial Statement and Performance Audit of Measure S General Obligation Bonds for the year ending June 30, 2026	$15,500

We will invoice you as our services are rendered.

To offset various overhead expenses associated with providing professional services that are not directly invoiced, a business services fee will be billed at five percent (5%) of total invoiced fees and expenses prior to tax. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other related support on this engagement.

Our invoices are due and payable upon receipt. Invoices that are not paid within thirty (30) days of receipt are subject to a monthly interest charge of one percent (1%) per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid thirty (30) days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

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Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe work product.

Crowe will provide the Services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This Agreement reflects the entire agreement between the parties relating to the services (or any reports, Deliverables or other work product) covered by this Agreement. The engagement letter and any attachments or addenda hereto (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this Agreement, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any claim, action or dispute arising out of or related in any way to this Agreement, the Services provided by Crowe or the parties' relationship generally, whether in contract, tort or otherwise, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

Docusign Envelope ID: E63349A6-214E-48CD-9A63-CC034139C417

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement are acceptable to you, please sign below and return one copy of this Agreement at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

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 11, 2026**

Subject: **Delegation of Authority to approve and award contract to Restoration Management Company**

Support Information: Under the Delegation of Authority, Restoration Management Company provides inspection services and completes the ADHERA asbestos survey required following the fire damage at Hubbard Media Arts Academy in the multi-purpose room and kitchen. This inspection ensured compliance with safety standards during the restoration process.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: General Fund

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees to approve and award the Delegation of Authority contract of 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: March 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: C9EB0B42-CA6B-8741-8317-0D6316120AFB

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T. - Operations (School/Dept.) VENDOR NO. _____

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

☑ Independent Contract ☐ MOU

☐ Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Restoration Management Company

Address: 3090 Independence Drive City: Livermore State: CA Zip: 94551

Project Manager's Cell Project Manager: Corporate Legal Notice

Phone: (510) 385-4061 Email Address: aarmstrong@rmc.com dglover@rmc.com

or 800.400.5058 (24 hour Client Service)

SSN: n/a or Fed I.D. #: 94-3267563

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on February 24, 2025, and will diligently perform as required and complete performance by February 28, 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 herelo and incorporated herein by this reference ("Services").

Restoration Management Company provides inspection services and completes the ADHERA asbestos survey required following the fire damage at Hubbard Media Arts Academy in the Multi-purpose room and the kitchen.

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:** $ 1,950.00 (NTE) (describe rate agreement) _____

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5880	00	0000	8100	000700	450	8138	$1,950.00	3/13/26

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

Restoration Management Company
800/400-5058

Restoration Management Co.

Insured:	Alum Rock - Hubbard Media Arts
Property:	1680 Foley Avenue San Jose, CA
Estimator:	Aaron Armstrong, CR
Company:	Restoration Management Co.
Business:	3090 Independence Drive Livermore, CA 94551

Claim Number: **Policy Number:** **Type of Loss:**

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 2/24/2026 6:21 AM

Price List: RMC2026TM
Restoration/Service/Remodel
Estimate: ALUM_ROCK-HUBBARD

Tax ID#: 94-3267563

Third Party Asbestos Survey - ADHEERA guidelines

Restoration Management Company inspected the property at the above mentioned property. The following estimate is for third party ADHEERA asbestos survey after a fire damage.

Scope of Work: Asbestos testing
- Third party testing in public school

Disclaimers:
- No other services included at this time

Thank you for allowing RMC to be part of your project.

ALUM_ROCK-HUBBARD

Asbestos Survey

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Asbestos Survey - Third Party ADHERA	1.00 EA	0.00	1,950.00	0.00	1,950.00
It is unknown at this time how many samples will be needed. Hopefully, it will be less than this estimate.					
Totals: Asbestos Survey				0.00	1,950.00
Line Item Totals: ALUM_ROCK-HUBBARD				**0.00**	**1,950.00**

02/26/26

Summary for Dwelling

Line Item Total	1,950.00
Replacement Cost Value	**$1,950.00**
Net Claim	**$1,950.00**

Aaron Armstrong, CR

Docusign Envelope ID: CE6EC719-CF82-8E31-8137-E5FF9604C94D

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: **United Mechanicals, Inc.** VENDOR NO: 300191

ADDRESS: **2185 Oakland Road, San Jose, CA 95131**

TELEPHONE NUMBER: **(408) 232-9000** FAX NUMBER: ( ) _____

TAX ID NUMBER: **94-1262416** E-Mail: DHeath@umi1.com

BOARD APPROVAL DATE: March 26, 2026

CONTRACT TERM: From: **March 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: **Provide service to remove, replace, and install a new outdoor walk-in refrigerator at Aptitud Academy at Goss.**

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	6500	00	0000	8500	000000	450	8131	$84,887.00

Program Manager/Principal _____ **Date:** 3.16.2026

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 3/16/26
Accountant

Director of Fiscal Services BScaini **Date:** 3/16/26

Asst Supt, Bus Services _____ **Date:** 3/16/26

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: $84,887.00 (NTE)** FY: **2025-2026**

UNITED
MECHANICAL

March 4, 2026

Richard Marquez
Alum Rock Unified School District
2930 Gay Ave
San Jose, CA 95127

Re: **Aptitude Community Academy Refrigerator Install**

Subject: **Proposal for Removal and Replacement of the Walk in Refrigerator**

Dear Richard:

We are pleased to present our proposal for the removal of the old outdoor box and install new box with all new cooling equipment. The equipment is as follows:

Cooling:

TRENTON OUTDOOR C/U H/T 1.1HP MULTIREF 208-230

General Construction:
All panels are 4" thick, manufactured with non-CFC foamed-in-place polyurethane insulation; cam-down ceiling;
Wall panels come with NSF gaskets and cam-lock together; high density foam rails with tongue-andgroove design. 4 ¾" reinforced NSF insulated 100" diamond tread floor throughout

NOTE: (floors not pallet jack rated) with interior ramp EISA compliant. NSF certified, 100% US Made.

Finish:
Interior and Exterior 26-ga stucco-embossed G90 galvanized steel.
14' Wide x 8' Deep x 7' 7 ¾" High O.D. Outdoor Walk-in Cooler:
(1) 39" x 79.5" flush door, comes with: (1) safety release, (1) cam-rise spring hinge; (1) cam-rise hinge;
(1) locking handle;
(1) door hood,
(1) hydraulic door closer;
(1) roof membrane; (1) sloped foam;
(1) Kason light switch with digital therm. #1967-A2; (2) Compact LED lights, shipped loose, bulb included

UNITED
MECHANICAL

General Scope:

The following proposal includes the labor and materials to perform replacement of the existing outdoor box and the installation of the above components. This work is proposed to be completed during regular business hours and a mutually agreeable schedule.

I. Scope of Work:

A. Remove existing equipment.
B. Receive equipment.
C. Offload parts and stage onsite.
D. Uncrate new equipment.
E. Demolish existing outdoor box and haul away.
F. Rough set-in place the new panels.
G. Dispose of the old equipment.
H. Install cooling components
I. Set equipment in place and make connections needed.
J. Clean up work area.

II. Mechanical Clarifications

A. Price is quoted for work being performed during regular business hours.
B. United Mechanical will assume all isolation valves hold.
C. Assume access to the building throughout the week.
D. Assume parking and ease of access for rigging crew to remove and deliver new equipment.
E. Assume Drainage is adequate for new equipment.
F. Assume empty refrigerator.
G. Assumes electric panel can hold the load for the new equipment. If electrical/panel modifications are needed, a price will be submitted for that.
H. Assume the existing structural and anchorage is sufficient.
I. Assume concrete/asphalt outside of building is sufficient for the weight of the delivery truck.
J. Assume existing pad is level.
K. Assume no concrete work
L. Assume no electrical.

III. UMI Project Exclusions:

A. Plan check fees, or any other city fees. (Permit not included)
B. Point of connections are sufficient.
C. Pad modifications.
D. All valves hold.
E. Any leaks caused by properly running equipment.
F. Disconnect and breaker will be reused and electrical modifications will not be needed.

UNITED
MECHANICAL

G. Paver or concrete work.
H. Additional Engineered or CAD drawings. (No Structural included)
I. Control systems.
J. Insulation is not included
K. Repair, adjustment, or warranty of any existing equipment
L. Code upgrades to the existing systems.
M. Structural engineering, supports, carpentry or framing
N. Cutting, patching and painting of walls, floors, roofs, etc.
O. BIM Modeling.
P. Traffic control
Q. Equipment size is correct as the district purchased.
R. Any missing parts or extra equipment not listed above.
S. All electrical
T. Saw cutting of floors and holes drilled besides the steel for the combi units.

IV. Pricing Summary:

- Cooling Equipment:	$16,753.00
- Walk in Box:	$32,705.00
- Union Labor	$30,203.00
- Freight, Truck Charge, Misc Parts	$5,226.00
Total	$84,887.00

This proposal does not include any permits, fees, engineering, labor, and materials that may be required to correct any condition pre-existing or found at the time of the work. Anything not specifically mention above is excluded. Unless otherwise stipulated herein, our pricing is based on all work taking place during normal business hours, and excludes permits, fees, engineering, or original service call costs. Refrigerant is extra. Any rental or temporary equipment is not included. Any additional problems found will be brought to your attention. Any additional time incurred due to on-site training, testing or delays caused by others will be billed in addition to the quoted amount at our hourly labor rate. If these delays are significant enough to cause the quoted job to run into overtime, that will be billed separately. All work is estimated to be performed Monday – Friday, 7:00 am – 4:00 pm.

Thank you for this opportunity to be your trusted mechanical service provider. Please do not hesitate to contact me with any questions or comments regarding this proposal.

Sincerely,

Dylan Heath
Account Manager
925.895.4027
dheath@umi1.com

UNITED
MECHANICAL

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Purchaser agrees to provide United Mechanical Inc (UMI) with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. UMI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge UMI for any costs or expenses without UMI's express written consent.

2. **HAZARDOUS MATERIALS.** Unless specifically noted in the statement of the scope of work or services undertaken by UMI under this agreement, UMI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by UMI shall not operate to compel UMI to perform any work relating to Hazards without UMI's express written consent.

3. **INVOICING & PAYMENTS.** UMI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If UMI's invoice is not paid within 30 days of its issuance, it is delinquent unless other approved agreement stipulates otherwise.

4. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of UMI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, UMI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.

5. **LIABILITY.** UMI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. **TAXES.** The price of this proposal does not include duties, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by UMI or, alternatively, shall provide UMI with acceptable tax exemption certificates. UMI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. **DELAYS.** UMI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond UMI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of UMI, etc.

8. **COMPLIANCE WITH LAWS.** UMI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. **DISPUTES.** All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. **INSURANCE.** Insurance coverage in excess of UMI's standard limits will be furnished when requested and required. No credit will be given, or premium paid by UMI for insurance afforded by others.

11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

14. **SALES TAX.** UMI does not hold a Reseller License and cannot collect sales tax on services provided. All stated sales tax amounts are amounts paid by UMI to each vendor holding a resellers license. Clients cannot claim sales taxes on any part of this business transaction.

15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon UMI unless accepted by UMI in writing.

Acknowledgment and Approval:

Please indicate your acceptance of this agreement through signature below, and/or through a supplemental written authorization such as purchase order, work order, or Master Service Agreement which specifically references the scope and terms of this agreement.

Customer:

Name	Signature	Title	Date

Purchase Order, Work Order, or MSA Reference:	

United Mechanical:

Name	Signature	Title	Date
Dylan Heath	Dylan Heath	Account Manager	3/4/2026

Docusign Envelope ID: 56401B21-42D8-81DE-8390-652738C2F2A0

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268271

Original P.O Amount $_____ Contract Original Amount $8,000

Vendor Name: Mind by Design Vendor No. 301083

Please check:

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

CONTRACTS ONLY

Change Orders:
Contracts Original Amount $8,000
Change Order #: 1 $24,000
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total (including Change Orders) $32,000

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	080	6500	0	5815	00	5750	1120	000000	380	1820	+24,000	

3/18/26
3/18/26

Reason for Adjustment:
Parent has requested an Independent Educational Evaluation (IEE) with this vendor.

School/Dept.: Special Education Requested by: LeAnne Depew

Approval: Signed by: Teresa Deulles Assistant Superintendent of Business Services
(for Contracts Only)

Signed by: Anthony Colonna Initial: DB Director/Program Manager
56E502E9AD8245F

Procurement Manager

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

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

Docusign Envelope ID: 56401B21-42D8-81DE-8390-652738C2F2A0

Mind by Design

2025/2026 Rate Sheet

Clinicians at Mind by Design, Inc. are credentialed school psychologists and licensed educational psychologists. Additionally, Mind by Design, Inc. employs speech and language pathologists, and credentialed special education teachers. All clinicians/specialists hold licenses and credentials that allow them legally, to conduct Independent Educational Evaluations (IEEs) within their scope of practice.

IEEs include the following:

- Review of records
- Interviews with parents, school personnel, and other professionals involved with the student
- On-campus observation
- Standardized assessment at MBD clinic office
- Test interpretation and report writing
- Written report to family and school district
- Attendance at 1 IEP meeting (no more than 2 hours)

IEE rates are as follows:

Evaluation Type	Cost	Cost if District Requires $1,000,000/$3,000,000 SAM Insurance
Psycho-educational Evaluation (includes achievement)	$7500	$8000
School Neuropsychological Evaluation	$8000	$8500
Speech and Language	$3600	$4100
Transition Assessment	$3000	$3500
Academic Achievement	$3000	$3500
Attendance at additional IEP meetings	$500/hr	
Participation in due process or mediation	$500/hr	

IEEs are conducted at our clinic in Campbell or Morgan Hill, CA.

Mind by Design, Inc.
51 E Campbell Ave Suite 110
Campbell, CA 95008
info@themindbydesign.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268267

Original P.O Amount $_____ Contract Original Amount $3,000

Vendor Name: Bird-Kern-Dalma Vendor No. 301838

Please check:

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

CONTRACTS ONLY

Change Orders:
Contracts Original Amount $3,000
Change Order #: 1 $2,500
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total (including Change Orders) $5,500

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	080	6500	0	5815	00	5750	1120	000000	380	1820	+2,500	3/3/26

Reason for Adjustment:
Parent requested an Independent Educational Evaluation (IEE) in the area of AAC.

School/Dept.: Special Education Requested by: LeAnne Depew

Approval: _____ 3/3/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ Procurement Manager

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

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: Special Education Date: 3/2/2026

Requested by: Anthony Colonna, Director Special Education

Name of Company/Individual to be contracted: Bird-Kern-Dalma

Address: 1101 S. Winchester Blvd

City: San Jose State: CA Zip Code: 95128

Dates of Services: January 30, 2026 - June 30, 2026

Services to be provided:
Bird-Kern-Dalmia will conduct and Independent Educational Evaluation, (IEE) in the area of speech per parent request. Also in the area of AAC.
~~Original contract was for $3,000 and adding $2,500 for additional parent request~~

Estimated Cost: 5,500

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
080	6500	0	5815	00	5750	1120	000000	380	1820	5,500	

Supervisor's Signature: _____ Date: _____

Approved: ☐ **Yes** ☐ **No**

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: March 26, 2026

Subject: **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Support Information: The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated March 26, 2026.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Restricted

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees accept the following memorandum(s) of understanding. MOU details are on file in the Purchasing Office.

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

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

To the Board of Trustees:

Recommend Approval

13.6
Agenda Placement

Meeting: March 26, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled: _____

MEMORANDUM(S) OF UNDERSTANDING

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Human Resources Cesar Torrico	08/01/2026- 07/31/2029	Alliant University	No cost	School Psychology and School Counseling Program Student Internship MOU. Teacher Education Credential Program: University Intern Candidates- University Internship Programs are designed to be partnerships between institutions of higher education and public schools to meet the growing needs for qualified teachers. Funding: Not Applicable
Human Resources Cesar Torrico	03/27/2026- 03/26/2029	Grand Canyon University	No cost	Candidates of GCU may participate in College of Education Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences School Counseling Practicum/Internships at the schools located in the District. Funding: Not Applicable
Academic Services Dr. Kiela Jimenez	03/27/2026- 06/30/2026	San Jose State University	$3,012.00	SJSU will provide facilities and rentals for eight middle schools. The advanced bands from all five Alum Rock middle schools will participate in the 2026 ARUSD Band Festival held at San Jose State University. Students will play for their peers and participate in a clinic held by high school and college directors. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: _____

Human Resources (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal (Attached)

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absence of negotiated agreement.*

Name of Individual/Company: Alliant University

Address: 10455 Pomerado Rd City: San Diego State: CA Zip: 92131

Phone: (858) 635-4806 Email: James.Bailey@Alliant.edu

SSN: _____ Fed I.D. #: 20-5683516

CONTRACT TERM: start dates August 1, 2026 end date July 31, 2029

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Teacher Education Credential Program: University Intern Candidates
University Internship Programs are designed to be partnerships between institutions of higher education and public schools to meet the growing needs for qualified teachers.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ No Cost to the District

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7200	000000	600	7221	Zero	2/23/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 2/23/26

Director of Fiscal Services: _____ Date: 2/23/26

Asst. Supt., of Business Services: _____ Date: 2/23/26

Superintendent: _____ Date: _____

Alliant University

SCHOOL OF EDUCATION

MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA PUBLIC BENEFIT CORPORATION
And

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Alliant University, Inc., a California Public Benefit Corporation (the "University"), and Alum Rock Union Elementary School District (the "District") agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, "Interns") who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the School of Education at Alliant University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 01, 2026 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days' written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

The University agrees and certifies that:

1. Each Candidate shall have met the Basic Skills Requirement by way of California Basic Educational Skill Test (CBEST) or other exam option, coursework option, or combination option and, for Student Teachers and Teacher Interns, required subject matter competency is required prior to Clinical Practice clearance for Student Teachers (Clinical Practice III) or Intern (Clinical Practice I).

2. Each Candidate shall possess a minimum of a Bachelor's Degree, documented by official transcripts with a minimum overall GPA of 2.5. Candidates must have a minimum of 3.0 GPA to be recommended for a credential (Intern, Preliminary, or Clear).

3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 450 hours of verified Practicum Experience and 1200 hours of Culminating Field Experience or Internship, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum Experience and 800 hours of Culminating Field Experience or Internship.

4. Each Teacher Intern and/ or Student Teacher candidate shall have passed U.S. Constitution coursework or examination.

5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.

6. University Supervisors will observe and evaluate Teacher Interns via the AMS at least three (3) times during an 8-week term and provide annotated feedback via the AMS for the video observation(s).

7. Alliant Personnel will correspond with District Employed Supervisors, District Support Providers (Interns) and Cooperating Teachers (Student Teachers) at the beginning of the Candidate's field experience in order to support the Candidate.

8. For Teacher Education programs, District Support Providers will be required to provide support and guidance an average 5 hours per week documented using Alliant's matrix/tool as aligned with the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).

9. The University agrees to pay a stipend to Cooperating Teachers for Student Teachers in the amount of $175 per 8-week term.

10. The University understands that all Student Teacher Candidates, Interns, and PPS Candidates are required to adhere to all state and local health orders.

11. If the University finds that an Intern performs below standards acceptable to the University, after appropriate support and advice have been exhausted and the Intern has been withdrawn from the program, the University is to provide immediate written notification to the District.

FINGERPRINT

The University shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

A. Require all students and employees of University who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");

B. Prohibit students and employees of University from coming into contact with pupils until the CDOJ has ascertained that the student or employee has not been convicted of a felony as defined in California Education Code Section 45122.1;

C. Certify in writing to the District that neither University nor any of University's employees or students who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and

D. Provide a list of the names of University's students and employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for student and employee changes and shall list students and employees by appropriate school site.

E. The District may require the University and its students who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion

TB CLEARANCE

University certifies that all personnel providing services to students of the District are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students and that such personnel shall provide evidence of freedom from tuberculosis within the past sixty (60) days before starting service at the school site. TB Clearance is required at the point of Clinical Practice I clearance for California Student Teachers and Arizona Alternative Educators.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.

2. The District and the University, in partnership, will ensure School Counseling candidates meet with their supervisor for one (1) hour of individual or one-and-one half (1.5) hours of small group (limited 8 candidates per group) supervision per week.

3. The District and the University, in partnership, will ensure that Site Supervisors for School Counselors meet the following qualifications: (1) Possession of a valid PPS School Counselor Credential (2) Minimum of two (2) years PPS experience as appropriate to the candidate's fieldwork setting. (3) The supervisor is responsible to undergo training in models of supervision, the SCPEs, and program fieldwork requirements and share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

4. The District and the University, in partnership, will ensure that the Site Supervisors for School Psychologists meet the following qualifications: (1) Possession of a PPS School Psychologist Credential (2) Minimum of three (3) years of experience as professional in the field. (3) Knowledge of context and content appropriate to the practicum experience.

5. The Intern's services shall meet the instructional or service needs of the District.

6. The District and Student Teacher or Intern agree to provide quality educational experience to their students through in-person learning environments. Online schools, independent study programs, and home schools are prohibited as placements for Interns. When candidates are teaching at online schools, independent study programs, or home schools, the required experience may be challenging and, in some cases, impossible to achieve. Program must consider if the employment setting is appropriate for learning to teach and if the program will ensure that the Interns, Student Teachers, PPS candidates can get the significant experiences required to complete their course work in their programs. This includes the ability to teach whole groups of students. Decisions regarding fieldwork placements, including placements as a teacher of record, are the responsibility of the program, not the candidate nor the employer.

7. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.

8. Each Intern shall be assigned as an Intern/Teacher of Record under a contract with an appointment of at least .60 FTE of their workday, and placed in a job that shall allow for substantial experience in instructional or service duties.

9. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance of a criminal background check or a photocopy of a California teaching permit, and verification that they are free from tuberculosis.

10. No Intern shall displace any fully credentialed employee in the District.

11. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.

12. The District and the University, in partnership, must provide support for each Alliant candidate.

13. For Teacher Education the District and University, in partnership, must provide a minimum of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).

14. The Intern's salary shall not be reduced to pay for the supervision of the Intern.

15. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice field experiences.

16. District Support Providers will correspond with Alliant Personnel at the beginning of the candidate's field experience in order to support the candidate. District shall also provide the assigned Candidate and the University with a copy of the District's existing pertinent rules and regulations, policies and procedures with which the Candidate is expected to comply including, but not limited to, health and safety protocols and emergency protocols.

17. The District Support Provider will support and provide guidance for an average of 5 hours per week as documented using Alliant's matrix/tool as aligned with the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).

18. District Site Support Providers must hold credentials in the same exact areas as the Interns they support and/or hold a valid, clear California Administrative Services Credential.

19. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, 10% of each area of the student population must be comprised of each of the following: ELLs, students with disabilities, and students from a low socio-economic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.

20. District Support Providers for Interns, and Cooperating Teachers for Student Teachers must have a minimum of three (3) years' teaching experience, have a clear Credential in the credential area they are supervising (or a valid clear California Administrative Service Credential).

21. The program provides district-employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, adult learning theory, and current content specific pedagogical and instructional practices, as well as to effective supervision approaches such as cognitive coaching. To facilitate district-employed supervisors meeting program expectations, the program ensures that district-employed supervisors remain current in the knowledge and skills necessary for effective candidate supervision.

22. The District Support Providers for Interns and Cooperating Teacher for Student Teachers must collaborate with the program on the expectations for candidates to take and pass a commission approved literacy performance assessment, and provides opportunities for candidates to practice a strong literature, language, and comprehension component with a balance of oral and written language that includes a focus on foundational literacy skills, oral and written language, and cross cutting themes in literacy. In addition, efforts will be made to provide candidates with opportunities, as practicable, during their clinical practice to learn about, and where possible, observe, how schools/teachers are using screening and diagnostic techniques to inform teaching and assessment and early intervention techniques, as appropriate to the credential and as identified in the TPEs and standard.

23. The District Support Providers for Interns and Cooperating Teacher for Student Teachers must collaborate with the program on the expectation for clinical practice settings related to providing, to the extent practicable, opportunities for candidates in clinical practice settings to observe and practice the concepts and strategies included in the California Dyslexia Guidelines.

24. Should an Intern or Student Teacher subject to this MOU fail to adhere to any of the above expectations, District will immediately inform the University and work with the University in an attempt to reach a

mutually acceptable outcome. If a mutually acceptable outcome cannot be reached between District and the University, District reserves the right to release any Intern or Student Teacher.

25. If the District finds that an Intern performs below standards acceptable to the District, after appropriate support and advice have been exhausted and is removed from the paid Intern position by the District, the District is to provide immediate written notification to the University.

INSURANCE

Alliant University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of $1,000,000 per occurrence, $3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at $2,000,000 for each victim, and $4,000,000 for each policy year.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant University, Inc., or utilize a program of self-insurance in the minimum amounts of $1,000,000 combined single limit, $3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the

extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees,

agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.

2. As used herein, "Confidential Information" means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party's products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the "Receiving Party") without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the "Disclosing Party") hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.

3. The District and the University acknowledge that the University's use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;

2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and

3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by email signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

The obligations of the parties to this MOU are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics, pandemics, or any other similar cause.

(*Signatures on following page*)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant University, Inc.:

_____ _____

David Stewart, Interim Provost **Date**
Alliant University, Inc.

Address:

10455 Pomerado Rd.
San Diego, CA 92131

Alum Rock Union Elementary School District:

_____ _____

Sandra Garcia, Interim Superintendent **Date**
Alum Rock Union Elementary School District

Address:
2930 Gay Avenue
San Jose, CA 95127

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: _____

Human Resources (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal (Attached)

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absence of negotiated agreement.*

Name of Individual/Company: Grand Canyon University

Address: 3300 W Camelback Rd City: Phoenix State: AZ Zip: 85017

Phone: (602) 247-3072 Email: COEAffiliations@gcu.edu

SSN: _____ Fed I.D. #: 47-2507725

CONTRACT TERM: start dates March 27, 2026 end date March 27, 2029

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Candidates of GCU may participate in College of Education Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences School Counseling Practicum/Internships at the schools located in the District.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $No Cost to the District

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7200	000000	600	7221	Zero	

3/12/2026

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 3/10/26

Director of Fiscal Services: _____ Date: 3/10/26

Asst. Supt., of Business Services: _____ Date: 3/10/26

Superintendent: _____ Date: _____

Field Placement Affiliation Agreement
Between GCU and Alum Rock Union School District

1. **PARTIES:** This Agreement (the "Agreement") is entered into on this 03/27/2026 day by and between Grand Canyon University ("GCU") and Alum Rock Union School District located at 2930 Gay Ave San Jose, CA 95127 hereafter referred to as the (the "District").
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in College of Education ("COE") Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences ("CHSS") School Counseling (SC) Practicum/Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 03/27/2026 and ends 03/27/2029.
4. **Roles & Definitions:**
    - **Candidate**: The Candidate is defined as the student who is actively enrolled in a COE or CHSS program of study who works to fulfill all Practicum/Field experience, Student Teaching, Educational Administration Internships, or SC Practicum/Internships.
    - **Mentor**: The Mentor is defined as the teacher/educator hosting the COE or CHSS candidate in practicum/field experiences or educational administration internships.
    - **Cooperating Teacher**: The COE Cooperating Teacher (the "CT") is defined as the teacher in whose classroom the candidate is placed to complete the student teaching experience. The CT must be certified, endorsed, and/or licensed as a teacher.
    - **School Counseling ("SC") Site Supervisor:** The SC Site Supervisor is defined as the clinical site supervisor in whose supervision the Candidate is placed to complete the practicum/internship field experience expectations for school counselors in training ("SCITs"). The SC Site Supervisor must meet the requirements as outlined in the Graduate Field Experience Manual.
    - **GCU Faculty Supervisor:** The GCU Faculty Supervisor is defined as the GCU approved supervisor who has oversight responsibility for the evaluation of the candidate during Student Teaching or SC Practicum/Internships.
    - **Practicum/Field Experience**: Practicum/field experiences are field-based learning opportunities that focus on observation, application, and reflection. Practicum/field experiences require the candidate to observe and interact in diverse, real-life educational settings, and to apply the theories and concepts learned in program coursework.
    - **Student Teaching**: Student teaching is the capstone experience at the end of the initial teacher licensure program that provides candidates with the opportunity to demonstrate mastery of knowledge and skills in a classroom setting during the 15/16-week experience, dependent on program of study.
    - **Educational Administration Internships**: Educational Administration Internships are field-based learning opportunities for candidates enrolled in an Educational Administration program leading to principal licensure under the direct supervision of a certified school administrator.
    - **School Counseling ("SC") Practicum/Internships**: SC Practicum/Internships are field-based learning opportunities for candidates enrolled in school counseling programs leading to initial licensure under the direct supervision of a certified school counselor.
5. **RESPONSIBILITIES OF THE DISTRICT:**

5a. The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher ("Cooperating Teacher"), host mentor ("Mentor"), or SC

Site Supervisor that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendices).

5b. The District shall allow candidates who are current district employees to complete required field experience hours (i.e., practicum/field experience, student teaching, educational administration internships) within their paid positions (e.g., paraprofessional, substitute, teacher of record, etc.) if the setting aligns with program requirements, an appropriately certified mentor is available, and all course expectations can be met, provided the district approves continued employment. If deemed not feasible, the district will provide reasonable written notice to the candidate and Grand Canyon University.

5c. The District shall ensure that the Cooperating Teacher/Mentor/SC Site Supervisor provides oversight, feedback and mentoring to GCU's participating candidates. Cooperating Teacher/Mentor/SC Site Supervisor expectations are outlined in the applicable program manual. (See Appendices.)

5d. The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate's field placement while on District premises.

5e. The District shall allow a GCU faculty supervisor (the "GCU Faculty Supervisor") virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate or consulting with the SC Site Supervisor.

5f. The District shall through the involvement of the Cooperating Teacher/Mentor/SC Site Supervisor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate's performance which will be used by the GCU Faculty Supervisor for completion of the candidate's formal evaluation.

5g. The District shall have the right to refuse a candidate for field placement or may terminate the field placement of any candidate based upon its good faith determination that the candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.

5h. The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

5i. The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

5j. The District shall support the candidate in compliance with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals. Please refer to the program manuals regarding recording, virtual services, and informed consent requirements(see Appendices).

5k. The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

6. **RESPONSIBILITIES OF GCU:**

6a. GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

6b. GCU shall pay a $500 stipend to Cooperating Teachers hosting student teaching candidates per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

6c. GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

6d. GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching, SC practicum/internships or educational administration internships to evaluate a candidate's performance

through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.

6e. GCU shall require that all candidates who must enter a field placement site provide GCU with a current and clear copy of a background check. GCU will prohibit candidates from moving forward in the field placement process until this document is received.

6f. GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

6g. GCU shall support the candidate in compliance with all policies of District that pertain to this Agreement as outlined in policy handbook and applicable program manuals.

6h. GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

7. **CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES and PROGRAMMATIC HANDBOOKS:** Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendices.) Failure to complete the requirements will result in non-placement of candidates.
8. **PAID POSITIONS/EMPLOYMENT:** GCU does not solicit, source, or guarantee paid opportunities or employment for candidates. GCU may allow a candidate to maintain a paid position during Student Teaching or SC Practicum/Internship if deemed appropriate by the District and the role is in alignment to the candidate's university program of study, setting and coursework requirements and desired certification. The candidate must have an appropriately certified mentor/Cooperating Teacher/SC Site Supervisor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach or SC practicum/internship in a paid position are reviewed by the applicable College on a case-by-case basis and are not guaranteed.
9. **INSURANCE AND LIABILITY**

9a. College of Education (Practicum/Field Experience, Student Teaching, Educational Administration Internships): GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

- Commercial General Liability (Minimum Requirements):

  Limits of Liability:

  $1,000,000 Each Occurrence
  $2,000,000 General Aggregate
  $2,000,000 Products/Completed Operations Aggregate
  $1,000,000 Personal Injury/Advertising Injury
  $5,000 Medical Payments

  Coverage:

  Premises/Operation Liability
  Medical Payments Liability
  Contractual Liability
  Personal Injury Liability
  Independent Contractors
- Professional Liability, as related to Educational Services:

  Limits of Liability:

$1,000,000 Each wrongful act
$1,000,000 Aggregate

- Automobile Liability:
  Limits of Liability:
  $1,000,000 Combined Single Limit
- Sexual Abuse or Molestation Liability:
  Limits of Liability:
  $1,000,000 Each
  $1,000,000 Aggregate

9b. **College of Humanities and Social Sciences (CHSS) School Counseling**: Each candidate will be required to provide proof of his/her own professional liability insurance in the amounts of $1,000,000 per claim/$3,000,000 aggregate to the GCU field experience office.

- Commercial General Liability (Minimum Requirements):
  Limits of Liability:
  $1,000,000 Combined Single Limit
  $2,000,000 General Aggregate
  $1,000,000 Products Aggregate
  $1,000,000 Personal Injury
  $5,000 Medical Payments
  Coverage:
  Premises/Operation Liability
  Medical Payments Liability
  Contractual Liability
  Personal Injury Liability

10. FERPA: GCU and the District agree to protect the candidate's and/or student's educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA") and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate's and/or student's educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate's and/or student's prior written consent.

11. CONFIDENTIALITY: GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher, Mentor, or SC Site Supervisor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher, Mentor, or SC Site Supervisor shall be grounds for immediate termination of the field placement.

12. INDEMNIFICATION AND HOLD HARMLESS: Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

13. USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY: The District hereby grants GCU the right and license to publish and/or use District's logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, District shall retain all right, title, and interest in and to

District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.

14. ASSIGNMENT: The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.

15. NOTICES: Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

Grand Canyon University
COE/CHSS Affiliations
COEAffiliations@gcu.edu
Subject: Alum Rock Union School District Affiliation Agreement Notification

School/District Information
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127

16. MODIFICATION OF AGREEMENT: This Agreement may be modified only by written amendment executed by both parties.

17. TERMINATION: Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

18. PARTNERSHIP/JOINT VENTURE/EMPLOYMENT: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU. The relationship between candidates and the District shall be determined by the District according to its policies and agreements with the candidates.

19. INDEPENDENT CONTRACTOR: The relationship between Cooperating Teachers (hosting College of Education student teachers) and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.

20. NONDISCRIMINATION: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

21. GOVERNING LAW: This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona, without giving effect to its conflict of laws rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by confidential arbitration under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator reasonably familiar with the business pertaining to the services covered by the Agreement, appointed in accordance with such Rules. The arbitrator shall apply the laws of the State of Arizona

to the merits of any dispute or claim. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: _____
Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 2/19/2026

By: _____
Signature

Name: Dr. Anna Edgeston

Title: Assistant Dean of College of Humanities and Social Sciences

Date: 2/19/2026

Alum Rock Union School District

By: _____
Signature

Name: Sandra Garcia

Title: Interim Superintendent

Date: _____

Appendices

GCU University Policy Handbook (UPH)

University Policy Handbook

College of Education (COE) Appendix

Clinical Field Experience Handbook
(For candidates in all College of Education programs.)

Student Teaching Manual
(For candidates enrolled in initial teacher licensure programs.)

Master of Education in Educational Administration Internship Manual
(For candidates in the Educational Administration program with start dates **prior to May 2, 2024**.)

Master of Education in Educational Administration Internship Manual
(For candidates in the Educational Administration program with start dates **on or after May 2, 2024**.)

College of Humanities and Social Sciences (CHSS) Appendix

College-of-Humanities-and-Social-Sciences-Graduate-Field-Experience-Manual_9.1.2023.pdf (gcu.edu)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 10553

Academic Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absence of negotiated agreement.*

Name of Individual/Company: San Jose State University 9SJSU) Band Festival

Address: One Washington Square City: San Jose State: CA Zip: 95192

Phone: (408) 924-4673 Email: trevor.grant@sjsu.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates March 27, 2026 end date June 30, 2026

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Advanced Bands from all five Alum Rock middle schools will participate in the 2026 ARUSD Band Festival held at San Jose State University. Students will play for their peers and participate in a clinic held by high school and college directors.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ 3012.00

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	6762	0	5610	00	1110	4000	040107	310	6762	3012.00	3/9/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Emily Mellen Date: 3/3/26

Director of Fiscal Services: [signature] Date: 3/10/26

Asst. Supt., of Business Services: [signature] Date: 3/11/26

Superintendent: _____ Date: _____

Docusign Envelope ID: CCCF8DC2-732F-41FC-B3A5-C4A119D14BE2

SJSU SAN JOSÉ STATE UNIVERSITY

School of Music
College of Humanities & the Arts

One Washington Sq,
San Jose, CA 95192
(408) 924-4673

Alum Rock School District will be hosting their annual band festival in the San Jose State University School of Music Concert Hall on April 1st, 2026. The festival will include schools from the following middle schools: Adelante Academy, Adelante Academy II, Ocala STEAM Academy, Renaissance at Mathson Academy, and Sheppard Middle School. The School of Music Concert Hall will be used as the performance venue for the 5 middle schools performances as well as School of Music percussion instruments that will be rented for use for rehearsals and performances. Rooms 150, 160, and 161 in the music building will be used to store cases and for staging the next band to go on stage.

Room Rental Rates **(all rates are estimates based on University schedule of rates. Facilities and Development Operations determines the final prices for room rentals and electrical/utility charges)**
Concert Hall (8 hours): $800
Room 150 (8 hours): $350
Room 161 (8 hours): $300
Electrical/Custodial charges: ~$0-300

Percussion Rental Rates **(finalized rates determined by School of Music)**:
3 snare drums: $150
2 bass drums: $150
2 toms: $30
2 sets of crash cymbals: $60
2 suspended cymbals: $30
2 xylophones: $100
2 sets of bells: $100
1 marimba: $50
1 tubular chime: $50
1 set of timpani (4 drums): $200
2 tam-tam: $100
1 drum set: $75
1 temple block: $15

Staffing **(finalized rate determined by School of Music)**:
1 student concert manager ($19 per hour) will be assigned 8am-5pm with 12-1pm break:
$152

Trevor Grant

DocuSigned by:
Trevor Grant
FFB8094F8274406...

SAN JOSE STATE UNIVERSITY
LEASE BY SJSU UNIVERSITY PRESIDENT

Lease Agreements and Fees are processed by Facilites Development & Operations (FD&O)
Reservations and Event Scheduling are processed by Academic Scheduling, Kinesiology, and Athletics Departments

FACILITY	Details	CAPACITY	RATE 0 - 4 hours	RATE 4 - 8 hours	Each Additional hr (beyond 8 hrs)	UTILITY Hourly RATE (min. 2 hrs)
CLASSROOMS:	**SJSU Reservations--** Contact Academic Scheduling (408-924-2448 or 924-1989) for the spaces below **External Requests--** Contact FD&O (fdo-lease@sjsu.edu / 408-924-1927) for Lease Agreement request					
Lecture Classrooms		under 40	$100	$200	$25	$12
Lecture Classrooms		40 - 60	$150	$300	$25	$12
Lecture Classrooms		60+	$175	$350	$25	$12
Science 142	Auditorium style	250	$200	$400	$25	$20
Sweeney Hall 100	Auditorium style	125	$200	$400	$25	$20
Washington Square Hall 109	Auditorium style	196	$200	$400	$25	$20
Washington Square Hall 207	Auditorium style	125	$200	$400	$25	$20
	SJSU Reservations-- Contact Individual Departments for the spaces below **External Requests--** Contact FD&O (fdo-lease@sjsu.edu / 408-924-1927) for Lease Agreement request					
Engineering 189	Auditorium style	200	$200	$400	$25	$20
Music Concert Hall 176	Auditorium style	500	$400	$800	$25	$20
YUH 124	Auditorium style	200	$200	$400	$25	$20
GYMS:	**SJSU Reservations--** Contact Kinesiology (408-924-3046 or 924-3010) **External Requests--** Contact FD&O (fdo-lease@sjsu.edu / 408-924-1927) for Lease Agreement request					
SPX 107A	Gym	100	$300	$625	$25	$40
SPX 107B	Gym	100	$300	$625	$25	$40
SPX 178	Gym		$300	$625	$25	$40
YUH 106	Gym	100	$300	$625	$25	$40
SOUTH CAMPUS:	**SJSU Reservations--** Contact Athletics Department (408-924-1239 or 924-1200) **External Requests--** Contact FD&O (fdo-lease@sjsu.edu / 408-924-1927) for Lease Agreement request					

FACILITY	Details	CAPACITY	RATE 0 - 4 hours	RATE 4 - 8 hours	Each Additional hr (beyond 8 hrs)	UTILITY Hourly RATE (min. 2 hrs)
	SJSU Reservations-- Contact Student Union Inc. (408-924-6300) for Spartan Memorial and Morris Dailey, below **External Requests--** Contact FD&O (fdo-lease@sjsu.edu / 408-924-1927) for Lease Agrement request					
Spartan Memorial Chapel	Seating: Pews Addt'l items: Podium, table in back, organ, candelabra	100	$200			$12
Morris Dailey	Auditorium: 1st Floor: 583 fixed seating & 16 accessible wheelchair areas. 2nd floor: 280 fixed seating.	879	$1,200			$20

OPEN SPACES:	SJSU Reservations-- Contact FD&O (fdo-lease@sjsu.edu / 408-924-1927)	
PLAZA AREA (7th Street)	150	TBD
Bell Rose Garden Area	50	TBD
Science Bldg. Lawn	125	TBD
Tower Lawn - North (by MLK)	150	TBD
Tower Lawn - South (fountain)	1000	TBD
Smith/Carlos Lawn Area	200	TBD
Art Bldg. Quad	125	TBD
Caret Plaza	125	TBD

Note: Assembly permits required for events over 300
* $ 1.50 per person by maximum attendance day

HAMMER THEATRE (Operated by SJSU) **Reservations/Contact--** Visit Hammer Theatre website at https://hammertheatre.com/rentals/

STUDENT UNION BLDG: **Contact--** Phone (408-924-6302 or 924-6300) or visit Student Union Website at http://www.sjsu.edu/studentunion/

Rates for support servcies for events are per-hour rates, with a 4 hour minimum for any function. This is based on number of participants, type of event, and the number of rooms or outdoor space, which are factored into the direct support cost.

SUPPORT SERVICES	Hourly Rate
Custodial - interior building	$47.57
Grounds- exterior	$63.77
Recycling/ Trash Cans/ Composting	$56.33
Electrical	$90.86

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: March 17, 2026

Subject: **Current Enrollment.**

Information Only

Submitted by: Sandra Garcia Title: Interim Superintendent

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

13.7
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of Mar 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	54	64	53	52	48	61	51	59	50	**538**	0	538	0	538
Adelante 2 K-8	27	50	46	45	47	47	51	48	41	31	**433**	0	433	0	433
Aptitud ES	38	57	64	55	66	75	77	0	0	0	**432**	35	467	0	467
Hubbard ES	33	62	68	76	72	88	69	0	0	0	**468**	28	496	0	496
Linda Vista ES	33	69	69	88	84	96	96	0	0	0	**535**	44	579	0	579
LUCHA ES	7	36	30	34	38	31	30	0	0	0	**206**	1	207	12	219
Lyndale ES	21	39	46	36	53	53	46	0	0	0	**294**	2	296	34	330
McCollam ES	31	35	41	54	48	55	61	0	0	0	**325**	35	360	1	361
Painter ES	73	72	54	64	50	55	48	0	0	0	**416**	20	436	0	436
Russo McEntee ES	27	51	37	48	48	54	49	0	0	0	**314**	40	354	0	354
Ryan ES	27	28	33	34	23	43	41	0	0	0	**229**	30	259	0	259
San Antonio ES	35	40	43	55	60	48	49	0	0	0	**330**	0	330	6	336
Ocala MS	0	0	0	0	0	0	0	212	213	300	**725**	11	736	0	736
Renaissance 2 MS	0	0	0	0	0	0	0	153	144	160	**457**	31	488	0	488
Sheppard MS	0	0	0	0	0	0	0	262	258	251	**771**	19	790	0	790
Home/Hosp	0	0	0	0	0	0	0	1	0	0	**1**	0	1	0	1
	398	**593**	**595**	**642**	**641**	**693**	**678**	**727**	**715**	**792**	**6474**	**296**	**6770**	**53**	**6823**