ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
May 28, 2026

AGENDA

Code: Regular #31-25/26
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/84005588380
Webinar ID: 840 0558 8380
Or One tap mobile:
+6699006833, 84005588380# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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 7:05 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; Tort Claim of Claimant OSM #25-26-009

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, Superintendent, Certificated Management, Classified Management, Supervisory and Confidential Employees; District Negotiators: Board President or designee.

10. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT Title: Superintendent and Assistant Superintendent

4. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

1. Report of Action Taken in Closed Session

5. SPECIAL PRESENTATION/RECOGNITION

1. Special Recognition - ARUESD 2026 Retirees

   Alum Rock Union Elementary School District wishes to honor our 2026 Retirees.

2. Special Presentation - Transitional Kindergarten/Kindergarten Instructional Minutes Committee Report

3. Special Presentation- San Jose Evergreen Community College District (SJEECD) and Alum Rock Union Elementary School District (ARUSD) Dual Enrollment for 2026/2027 school year.

4. Teacher of the Year Staff wishes to recognize the 2026 Teacher of the Year

   Each year, all schools in the district are invited to nominate an outstanding teacher for consideration as Teacher of the Year. Each school nominates one teacher based on the criteria provided by the Santa Clara County Office of Education. A committee reviews all nominations and selects one teacher to represent Alum Rock Union School District as the Teacher of the Year. *Jonathan Almerido from LUCHA has been chosen as Alum Rock's 2026 Teacher of the Year.*

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. PUBLIC HEARING(s) AND/or Special Order of Business

1. PUBLIC HEARING. Developer Fee Update

   The Public Hearing is scheduled at 5:30 p.m., or soon thereafter, to solicit the recommendations and comments of members of the public regarding the proposal for changing school facilities fees.

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

1. Approve Superintendent Contract.

2. Approval of the Exclusive Negotiation Agreement with the School of Arts and Culture at MHP (SOAC) and SOMOS Mayfair Collective.

3. Board Policy 7150 Site Selection And Development: First Reading (Discussion Only; No Action).

4. Approve Resolution No. 90-25/26 Directing District Administration to Proceed with the Recommendation of the District Facilities Ad Hoc Committee for the Development of Athletic Fields at the Former Clyde L. Fischer Middle School Site.

9. BUSINESS 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. Resolution No. 88-25/26 Adopting and Implementing a change in Land 1 Developer Fees.

   Pursuant to Government Code section 65995 and Education Code section 17620, school districts may levy Level 1 developer fees on residential, commercial, and industrial development to help fund school facilities impacted by growth.

   The State Allocation Board increased the statutory maximum developer fee rates, and the District completed the Developer Fee Study supporting the fee adjustment. The District has agreed to split the statutory maximum developer fees with the East Side Union High School District on a 60%/40% basis, with the District receiving 60% of the allowable statutory fee.

   Staff recommends increasing the District's developer fees as follows:

   - Residential development: from $2.24 to $3.23 per square foot
   - Commercial/industrial development: from $0.32 to $0.52 per square foot
   - Rental self-storage facilities: $0.08 per square foot

   A public hearing was conducted in accordance with legal requirements prior to Board consideration of the attached resolution.

2. Board Policy 3100 Budget: First Reading (Discussion Only; No Action).

3. Board Policy 7110 Facilities Master Plan: First Reading (Discussion Only; No Action).

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. Resolution No. 85-25/26 Celebrating the 249th Anniversary of the Creation of the Flag of the United States of America and Expressing Support for the Pledge of Allegiance

   Alum Rock Union School District joins in acknowledging the 249th anniversary of the U.S. flag and supporting the Pledge of Allegiance by directing schools to recite it daily. The resolution ensures the Pledge is recited in alignment with educational programs and upholds the constitutional rights of students and staff.

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. Resignations (Information Only)

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

2. Approve Resolution #83-25/26 Recognition of 2026 Classified Retirees

   Alum Rock Elementary School District hereby recognizes and wishes to honor the 2026 Classified Retirees.

3. Approve Resolution #84-25/26 Recognition of 2026 Certificated Retirees

   Alum Rock Elementary School District hereby recognizes and wishes to honor the 2026 Certificated Retirees.

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 Amergis Healthcare Staffing Contract for the 2026/2027 SY. This contract will provide LVN services to Alum Rock students with medical needs. Submitted by Special Education, $305,000 dollars.

   Amergis Healthcare will provide LVN services to Alum Rock students with medical needs such as diabetes management as well as assisting the District nurses.

2. Approve Amergis Healthcare Staffing Contract for the 2026/2027 SY. This contract will provide behavior technicians District-wide to assist teachers/students in the classrooms. Submitted by Special Education,

$4,344,000 dollars.

Amergis Healthcare will provide behavior technicians District-wide to assist teachers/students in the classrooms. Due to the lack of applicants for para positions, contracting with Amergis is necessary in order to stay compliant. Amergis will also provide virtual speech services while (3) Slp's are out on medical leave.

3. Approve Devine Interventions Service Contract for the 2026/2027 SY. This contract will provide mental health services and behavior clinical support to Special Education . Submitted by Special Education, $203,280 dollars.

   Ms. Devine will provide Mental Health services and behavior clinical support to special education TK-5th grade students within the Alum Rock School District per students Individualized Education Program (IEP) requirements. Contractor will manage cases of students with counseling IEP services for the District.

4. Approve RO Health for the 2026/2027 SY. This contract will provide LVN services to Alum Rock students with medical needs. Submitted by Special Education, $735,000 dollars.

   RO Health will provide LVN services to ARUSD students with medical needs such as diabetes management as well as assisting the District nurses.

5. Approve Think Together Contract for the 2026/2027 SY. This contract will offer a comprehensive licensed preschool program at Adelante 1, Adelante 2, McCollam & Painter. Submitted by Early Learning, $1,635,721 dollars.

   Think Together in coordination with Alum Rock Union Elementary School District (ARUESD), will offer a comprehensive licensed preschool program at Adelante I, Adelante II, McCollam and Painter which meets the developmental needs of the children it serves. The program will focus on the whole child with a strong focus on social emotional learning, literacy and math. It will operate as a full-day/full-year program for 244 days, and offer a 7-hour program that will serve up to 72 children.

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

1. Approval of Minutes for the following meetings: May 8, 2026, Special Board Meeting, May 11, 2026, Special Board Meeting, May 14, 2026, Regular Board Meeting, May 16, 2026, Special Board Meeting and May 20, 2026, Special Board Meeting.

2. Acceptance of Grants/Awards Notification

   The District has received grants/awards as summarized on the attached sheet dated May 28, 2026.

3. Acceptance of Donations

   The District has received donations as summarized on the sheet dated May 28, 2026.

4. Approval of Fundraising Activities

   The District has received fundraising requests as summarized on the attached sheet dated May 28, 2026.

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

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

6. Approve AREA, CSEA and Teamsters Calendars for 2026-2027.

   District administration met with AREA, CSEA and Teamsters, to develop coordinated calendars for the 2026-2027 school year.

7. Approve Management Calendars for 2026-2027.

   Attached are Management/Confidential, Supervisory, Occupational Therapist-Management, Behavior Intervention Supervisory and SLS Supervisory calendars for the 2026-2027 school year.

8. Approve Unrepresented Calendar for 2026-2027.

   Attached is the Unrepresented (Wellness Center Specialist) Calendar for the 2026-2027 school year.

9. Approve Memorandum(s) of Understanding.

The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated May 28, 2026.

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Early Learning Dr. Dianna Ballesteros	05/29/2026-06/30/2027	San Jose State University	No Cost	Continuation of services with San Jose State University (SJSU) and the TK/K-SJSU Teacher Residency Consortium under two TK-K Implementation and Expansion Grant MOU Addendum. The consortium offers a residency program as a collaborative partnership among: Mount Pleasant Elementary School District (MPESD)(Lead LEA), Alum Rock Union Elementary School District (ARUESD), and other partner school districts. This will extend the funding timeline through 2027 and modifies the invoicing procedures between SJSU, MPESD, and ARUESD. Funding: Not Applicable
Purchasing Minh Tang	07/01/2026-06/30/2027	Santa Clara County Office of Education (Walden West)	Master - $550.00-900.00 per Student, Teacher or Aid	Contract Extension: POCO to include Lyndale. SCCOE will provide outdoor education to any ARUSD school site wishing to participate in the Walden West outdoor science program. Funding: General or Restricted
Student Support Service Dr. Kiela Jimenez	07/01/2026-06/30/2031	San Jose Evergreen Community College District-San Jose City College	No Cost	San Jose City College & ARUSD will provide concurrent enrollment opportunities & informational meetings about college for ARUSD middle school students Funding: Not Applicable

Student Support Service Dr. Kiela Jimenez	08/1/2025-06/30/2028	Santa Clara County Office of Education	No Cost	This agreement outlines the responsibilities and commitments of each Party regarding the participation in the SCCOE Student Data Warehouse and its corresponding systems. This MOU includes a data sharing agreement that is a national standard ("CA-NDPA"). Funding: Not Applicable
Student Support Services Dr. Kiela Jimenez	07/01/2026-06/30/2027	Teach for America (Ignite)	$88,000.00	Ignite will partner with the school by training, supporting, and compensating a designated Ignite Site Leader to ensure successful program integration, curriculum implementation, and fellow support on campus. Funding: Restricted

10. Approve Contracts for Professional Services-Firms/Organizations

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

SCHOOL/ DEPARTMENT	**DATE OF SERVICE**	**CONSULTANT NAME**	**COST**	**PURPOSE**
Lyndale E.S. Jaqueline Montejano	06/05/2026-0605/2026	Bubblemania & Company	$275.00	Bubblemania and Company will provide a performance that combines magic and bubbles to create an entertaining experience for young children with autism in Susan Hamada's class. It will allow for sensory exploration, fine motor skills and science fun in an enjoyable and hands-on way. Funding: Restricted
McCollam E.S. Linda Diaz-Sepulveda	05/29/2026-05/29/2026	ASJ INC, Fun Services	$2,549.05	Fun Services will be responsible for the game setup and breakdown at McCollam Elementary for the carnival event held on May 29, 2026. Six carnival games will be provided along with the proper equipment. Funding: Restricted

M.O.T. Eric Wasinger	05/15/2026- 06/30/2026	Western Site Services	$14,000.00	Ratify - Western Site Services will provide on-site weekly pumping services at Painter School while the restroom trailers are being used Funding: Restricted
M.O.T. Eric Wasinger	07/01/2026- 06/30/2027	Liquidity Services DBA: Gov Deals	No Cost	Liquidity Services Operations LLC DBA GovDeals will provide services maintaining and operation an Online Auction System so that the District can post surplus assets, excluding land and building, for sale for potential buyers to bid on. Funding: Not Applicable
M.O.T. Eric Wasinger	05/29/2026- 06/30/2026	RJ Commercial Flooring Company	$20,076.00	Removal and Replacement of the flooring in the Music Room and Room 11, at Renaissance at Fischer. Funding: Restricted
Special Education Anthony Colonna	07/01/2026- 06/30/2027	Alette Brooks DBA: Autism Workshop	$10,000.00	Alette Brooks will provide teacher/staff consultation and group workshops on recommended practices in the education of students within the Alum Rock District with autism spectrum disorder. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	07/01/2026- 06/30/2027	Panorama Education Inc.	$49,000.00	Panorama will provide district-wide climate and social-emotional learning surveys to ARUSD students, families and staff. Staff training, reports and professional development tools are also included. Funding: Restricted & General

11. Current Enrollment.

14. FUTURE BOARD AGENDA REQUESTS

1. Requests from Board of Trustees and/or from the Public. Requests shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the

scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue. BB 9322

15. ADJOURNMENT

1. President adjourns the meeting.

16. NEXT MEETING(S)

1. June 11, 2026 (2025-2026 School Year).

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

5.1

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 28, 2026

Subject: **Special Recognition – ARUESD 2026 Retirees**

Support Information: Alum Rock Union Elementary School District wishes to honor the 2026 Certificated Retirees.

Fiscal Impact: No

Budget Source: None

Recommended Action: Information Only

Recommend Approval

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

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

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

Special Presentation

5.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.2

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: May 28, 2026

Subject: **Special Presentation - Transitional Kindergarten/Kindergarten Instructional Minutes Committee Report**

Support Information: This committee was made up of an equal number of AREA members and District management to meet, study, and explore the possibilities of extended TK and Kindergarten. This group met a total of 5 times, and this presentation covers the topics studied and the committee's recommendations.

Fiscal Impact: No

Budget Source: None

Recommended Action: Information Only

Recommend Approval

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

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

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

Special Presentation

5.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

5.3

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: May 20, 2026

Subject: **Special Presentation- San Jose Evergreen Community College District (SJEECD) and Alum Rock Union Elementary School District (ARUSD) Dual Enrollment for 2026/2027 school year**

Support Information: Staff will present information on the Dual Enrollment for 2026/2027 school year.

Fiscal Impact: No

Budget Source: None

Recommended Action: **None**

Presentation Only

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

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

5.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.4

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: May 12, 2026

Subject: **Teacher of the Year**
Staff wishes to recognize the 2026 Teacher of the Year

Support Information: Each year, all schools in the district are invited to nominate an outstanding teacher for consideration as Teacher of the Year. Each school nominates one teacher based on the criteria provided by the Santa Clara County Office of Education. A committee reviews all nominations and selects one teacher to represent Alum Rock Union School District as the Teacher of the Year. *Jonathan Almerido from LUCHA has been chosen as Alum Rock's 2026 Teacher of the Year.*

Fiscal Impact: No

Budget Source: None

Recommended Action: None

Presentation Only:

Submitted by: Dr. Tara B. Williams Title: Director

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees:

Meeting: May 28, 2026
Regular Board Meeting

5.4
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: May 18, 2026

Subject: **PUBLIC HEARING. Developer Fee Update**

Support Information The Public Hearing is scheduled at 5:30 p.m., or soon thereafter, to solicit the recommendations and comments of members of the public regarding the proposal for changing school facilities fees.

Fiscal Impact: Not Applicable

Budget Source: Not Applicable

Recommended Action: Staff recommends that the Board of Trustees adopt Resolution No. 88-25/26 approving and implementing the updated Level 1 developer fees for residential, and commercial/industrial development projects within the Alum Rock Union School District boundaries.

PUBLIC HEARING/PRESENTATION

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: May 28, 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

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

PUBLIC HEARING ANNOUNCEMENT
ISSUED ON MAY 20, 2026

Pursuant to Government Code section 65995 and Education Code section 17620, school districts may levy Level 1 developer fees on residential, and commercial/industrial development to help fund school facilities impacted by growth.

The State Allocation Board increased the statutory maximum developer fee rates, and the District completed the Developer Fee Study supporting the fee adjustment. The District has agreed to split the statutory maximum developer fees with the East Side Union High School District on a 60%/40% basis, with the District receiving 60% of the allowable statutory fee.

Staff recommends increasing the District's developer fees as follows:

- Residential development: from $2.24 to $3.23 per square foot
- Commercial/industrial development: from $0.32 to $0.52 per square foot
- Rental self-storage facilities: $0.08 per square foot

At the hearing, the testimony of all interested persons or taxpayers for or against the changes will be heard.

Public Hearing will be held on
May 28, 2026
7:00 p.m.
Alum Rock Union Elementary School District
Board Room

Sandra Garcia, Interim Superintendent

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

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: May 20, 2026

Subject: **Approve Contract for Superintendent.**

Fiscal Impact: Yes

Budget Source: General Fund

Recommend Action: It is recommended to approve the contract.

Recommend Approval

Submitted by: Linda Chavez Title: Board President

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

8.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Approval of the Exclusive Negotiation Agreement with the School of Arts and Culture at MHP (SOAC) and SOMOS Mayfair Collective.**

Support Information: The District is entering into an 540 day exclusive negotiation agreement with the School of Arts and Culture at MHP (SOAC) and SOMOS Mayfair Collective to lease the property located at 600 Sinclair Drive, the site formerly improved with the former Mexican American Community Services Agency (MACSA). The SOAC and SOMOS Mayfair Collective are partnering to rebuild a gymnasium and youth/community center as a vibrant, community-centered campus that honors MACSA's legacy while addressing current needs in East San Jose's Mayfair neighborhood.

Fiscal Impact: None

Budget Source: None

Recommend Action: Staff recommends that the Board of Trustees approve the Exclusive Negotiation Agreement with School of Arts and Culture at MHP (SOAC) and SOMOS Mayfair Collective.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

8.2

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Board Policy 7150 Site Selection And Development: First Reading.**

Fiscal Impact: None

Budget Source: None

Discussion Only; No Action

Submitted by: Minh Pham Title: Board Clerk

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

8.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Policy 7150: Site Selection And Development

Status: ADOPTED

Original Adopted Date: 07/02/2013 | **Last Revised Date:** 12/04/2025 | **Last Reviewed Date:** 12/04/2025

The Board of Trustees believes that a school site should serve the district's educational needs in accordance with the district's master plan, as well as show potential for contributing to other community needs.

The Board recognizes the importance of community input in the site selection process. To this end, the Board will solicit community input whenever a school site is to be selected and shall provide public notice and hold public hearings in accordance with law.

The Superintendent or designee shall establish a site selection process which complies with law and ensures that the best possible sites are acquired and developed in a cost-effective manner.

Before acquiring property for a new school or an addition to an existing school site, the Board, at a public hearing, shall either evaluate the property using state site selection standards specified in 5 CCR 14010 or, if a district advisory committee was appointed to evaluate the property, receive the committee's report of findings based on those standards. (Education Code 17211, 17251)

Environmental Impact Investigation for the Site Selection Process

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA) and shall ensure compliance with this Act, including any web site posting requirements. When evaluating district projects, the CEQA guidelines shall be used.

Environmental review documents, including a draft environmental impact report, environmental impact report, negative declaration or mitigated negative declaration, and public notice of the preparation and availability of such documents, shall be posted on the district's web site. (Public Resources Code 21082.1, 21092, 21092.2)

Agricultural Land

If the proposed site is in an area designated in a city, county, or city and county general plan for agricultural use and zoned for agricultural production, the Board shall determine all of the following: (Education Code 17215.5)

1. That the district has notified and consulted with the city, county, or city and county within which the prospective site is to be located

2. That the Board has evaluated the final site selection based on all factors affecting the public interest and not limited to selection on the basis of the cost of the land

3. That the district shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect students and employees at the site

Provisions for the Maintenance of Sufficient Special Education Facilities

In the interest of preserving sufficient facilities for the provision of education for special education students, the Board of Trustees establishes the below procedure in the event of consideration, discussion, and board action on a recommendation for school closures and consolidation.

In the event that a school site having three (3) or more specialized classrooms and/or bathroom facilities for use by special education students and the staff serving them is considered for a recommendation closure or consolidation, the Board of Trustees will require that a community committee on special education facilities be established to review the recommendation.

The committee shall consist of:

-One representative from Special Education Services at the district office.
-One parent representative from the affected special education student population from each school site.
-One representative from the Alum Rock Educators' Association
-One representative from the Alum Rock Administrators' Association
-One representative from the California School Employees' Association Chapter 305
-One representative from Teamsters Local 150

The committee on special education facilities will be tasked to review the proposal and certify to the Board of Trustees that the closure of a school site containing three or more specialized classrooms and/or bathroom facilities will leave the district with sufficient facilities for special education students.
A two-thirds vote of the committee will be needed to certify the recommendation.

In the event the community committee does not certify the recommendation, then the recommendation for the closure of a site containing three or more specialized classroom and/or bathroom facilities will not be considered for closure.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

8.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 21, 2026

Subject: **Approve Resolution No. 90-25/26 Directing District Administration to Proceed with the Recommendation of the District Facilities Ad Hoc Committee for the Development of Athletic Fields at the Former Clyde L. Fischer Middle School Site.**

Fiscal Impact: Yes

Budget Source: Bond Fund

Recommend Approval

Submitted by: Andres Quintero Title: Board Vice President

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

8.4
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 No. 90-25/26

A Resolution of the Governing Board of the Alum Rock Union Elementary School District Directing District Administration to Proceed with the Recommendation of the District Facilities Ad Hoc Committee for the Development of Athletic Fields at the Former Clyde L. Fischer Middle School Site

WHEREAS, the Governing Board of the Alum Rock Union Elementary School District ("District") is committed to supporting the educational, recreational, and wellness needs of students and families throughout the District; and

WHEREAS, the property located at the Former Clyde L. Fischer Middle School Site presents a unique opportunity for the development of community-serving athletic facilities; and

WHEREAS, the District Facilities Ad Hoc Committee reviewed proposals and recommendations regarding the development of athletic facilities at the former Fischer Middle School site; and

WHEREAS, staff from VER Consultants presented a proposed implementation process and development plan to the District Facilities Ad Hoc Committee for the construction of two baseball fields and one shared baseball/softball field at the site; and

WHEREAS, the former Fischer Middle School campus historically served as the home of the now-defunct Mayfair Little League, which provided generations of local youth with organized baseball opportunities; and

WHEREAS, Eastridge Little League now serves much of the territory formerly served by Mayfair Little League, creating a natural continuation of youth baseball traditions in the community; and

WHEREAS, the majority of children participating in Eastridge Little League are students of the Alum Rock Union Elementary School District; and

WHEREAS, the proposed shared baseball/softball field will provide efficient and prudent use of District resources by serving both the Adelante and Eastridge Little League communities; and

WHEREAS, the Governing Board recognizes that funds were previously budgeted for the development of a proposed parking lot on the northern side of the former Fischer Middle School campus, including associated bio-retention cells, bio-swales, stormwater mitigation infrastructure, and related improvements required for that project; and

WHEREAS, the Governing Board finds that the reallocation of those funds toward the development of athletic facilities represents a more beneficial and community-serving use of District resources by expanding recreational opportunities for District students and neighborhood youth organizations; and

WHEREAS, the development of these athletic facilities will expand opportunities for youth sports participation, physical activity, community engagement, and safe recreational programming within the District boundaries; and

WHEREAS, the Governing Board recognizes the value of partnerships between the District and community youth organizations in maximizing public benefit from District facilities;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Alum Rock Union Elementary School District hereby directs District administration to proceed with the recommendation of the District Facilities Ad Hoc Committee to commence the development of two baseball fields and one shared baseball/softball field at the former Clyde L. Fischer Middle School site located at 1720 Hopkins Drive, San Jose, California; and

BE IT FURTHER RESOLVED, that District administration shall proceed in accordance with the development process and implementation framework outlined by VER Consultants; and

BE IT FURTHER RESOLVED, that the Governing Board hereby directs District administration to appropriate and reallocate funds previously budgeted for the proposed parking lot project on the northern portion of the former Clyde L. Fischer Middle School campus, including funds designated for associated bio-retention cells, bio-swales, stormwater mitigation infrastructure, and related site improvements that would have been required for the parking lot development, and to apply such funds toward the planning, design, and construction of the two baseball fields and one shared baseball/softball field authorized by this Resolution; and

BE IT FURTHER RESOLVED, that District administration is authorized and directed to undertake all necessary planning, coordination, design development, budgeting, and related actions necessary to advance the project; and

BE IT FURTHER RESOLVED, that the Governing Board encourages continued collaboration with community youth baseball and softball organizations, including Eastridge Little League and Adelante, to ensure the facilities are developed and utilized in a manner that maximizes community benefit and student access; and

BE IT FURTHER RESOLVED, that the Governing Board finds that the development of these athletic facilities supports the District's mission to promote student well-being, community partnership, and equitable access to recreational opportunities.

PASSED AND ADOPTED by the Governing Board of the Alum Rock Union Elementary School District on this 28 day of May, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED: May 28, 2026

_____

Linda Chavez, President

Board of Trustees

Alum Rock Union Elementary School District

DATED: May 28, 2026

_____

Minh Pham

Clerk, Board of Trustees

Alum Rock Union Elementary School District

9.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 18, 2026

Subject: **Resolution No. 88-25/26 Adopting and Implementing a change in Land 1 Developer Fees**

Support Information

Pursuant to Government Code section 65995 and Education Code section 17620, school districts may levy Level 1 developer fees on residential, commercial, and industrial development to help fund school facilities impacted by growth.

The State Allocation Board increased the statutory maximum developer fee rates, and the District completed the Developer Fee Study supporting the fee adjustment. The District has agreed to split the statutory maximum developer fees with the East Side Union High School District on a 60%/40% basis, with the District receiving 60% of the allowable statutory fee.

Staff recommends increasing the District's developer fees as follows:

- Residential development: from $2.24 to $3.23 per square foot
- Commercial/industrial development: from $0.32 to $0.52 per square foot
- Rental self-storage facilities: $0.08 per square foot

A public hearing was conducted in accordance with legal requirements prior to Board consideration of the attached resolution.

Fiscal Impact: Yes, Additional Revenue

Budget Source: Not Applicable

Recommended Action: Staff recommends that the Board of Trustees adopt Resolution No. 88-25/26 approving and implementing the updated Level 1 developer fees for residential, and commercial/industrial development projects within the Alum Rock Union School District boundaries.

Recommend Approval

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees:

Meeting: May 28, 2026
Regular Board Meeting

9.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 88-25/26
OF THE
ALUM ROCK UNION SCHOOL DISTRICT

ADOPTING AND IMPLEMENTING A CHANGE IN LEVEL 1 DEVELOPER FEES LEVIED ON RESIDENTIAL DEVELOPMENT AND LEVYING FEES ON COMMERCIAL AND INDUSTRIAL DEVELOPMENT TO FUND THE CONSTRUCTION AND RECONSTRUCTION OF SCHOOL FACILITIES

WHEREAS, pursuant to Government Code section 65995 and Education Code section 17620 the Alum Rock Union School District ("District") may levy a fee on all residential, commercial, and industrial development within the District boundaries, to fund the construction or reconstruction of school facilities; and

WHEREAS, the District has a facilities plan which states an overall vision for new school construction in order to meet the needs of District students; and

WHEREAS, the District has performed a study to assess the impact on the District's facilities from residential, commercial, and industrial development and established a nexus between such development and the need for funding to construct and improve schools; and

WHEREAS, there is a continuing and urgent need for expansion and reconstruction of school facilities due to the impact of new residential construction as well as commercial and industrial development; and the State Allocation Board has established the maximum fee that can be levied by a school district is $5.38 per square foot of habitable residential development and $0.87 per square foot for commercial and industrial development for chargeable covered and enclosed space, which sums shall be used to fund the delivery of improvements to the District's facilities and construct new facilities; and

WHEREAS, the District has agreed to split the statutory maximum developer fees with East Side Union High School District on a 60%/40% basis, with the District receiving 60% of the statutory developer fee established by the State.

WHEREAS, the District conducted a public hearing to discuss the proposed increase in developer fees for residential and commercial/industrial development and has considered the comments provided therefrom.

NOW, THEREFORE, BE IT RESOLVED, that the District shall change the fees levied on new residential development from $2.24 per square foot to $3.23 per square foot (60% of the established maximum fee) for all new residential development within the District boundaries, in accordance with Education Code section 17620.

BE IT FURTHER RESOLVED, that the District shall change the fees levies on new commercial and industrial development from $0.32 per square foot to $0.52 per square foot (60% of the established maximum fee) on new commercial and industrial development, except rental self-storage facilities which will be charged $0.08 per square foot of new construction, in accordance with Education Code section 17620.

BE IT FURTHER RESOLVED, that the Board of Trustees of the Alum Rock Union School District (the "Board") authorizes District staff to give notice to the City of San Jose, and other applicable agencies, of the Board's adoption and implementation of this Resolution by serving a copy of the Resolution to each agency and by requesting that no building permits and no certificates of occupancy for residential, manufactured homes, mobile homes,

commercial or industrial construction be issued without certification from the District that the specified fees, including any subsequent increases authorized by the State, have been paid.

BE IT FURTHER RESOLVED, the District reserve a separate account where in all developer fees, including those fees collected pursuant to this Resolution will be deposited and the District shall review and provide the Board a report on the reconciliation of that account every fiscal year.

BE IT FURTHER RESOLVED, that if the District has unexpected or uncommitted fees within five (5) years of collection of those fees, the District will make the statutorily required findings or refund those fees.

BE IT FURTHER RESOLVED, that the developer fees established by this Resolution, including any increases for inflation as authorized by the State, shall be collected prior to the issuance of a building permit on each eligible unit.

PASSED AND ADOPTED at a regular meeting of this board this 28th day of May 2026, by the following vote:

AYES:
NOES:
ABSENT:

I HEREBY CERTIFY that the foregoing resolution was duly introduced, passed and adopted at a regularly called and conducted meeting held on said date.

_____

Minh Pham
Clerk of the Governing Board
Alum Rock Union School District

9.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 18, 2026

Subject: **Board Policy 3100 Budget: First Reading (Discussion Only; No Action).**

Support Information: As part of the Harvey Rose operational bonds audit, recommendations were made to strengthen Board policy language related to facilities planning, capital projects, and oversight responsibilities. In response to those recommendations, staff reviewed Board Policy 3100 and is recommending updates to align District practices with audit recommendations and enhance governance, accountability, and transparency related to facilities and bond-funded projects.

Board Policy 3100 is being revised to include an annual report to the Board on the condition of the District's facilities.

Fiscal Impact: Not Applicable

Budget Source: Not Applicable

Information Only

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

9.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Policy 3100: Budget

Status: ADOPTED

Original Adopted Date: 04/24/2014 | **Last Revised Date:** 12/04/2025 | **Last Reviewed Date:** 12/04/2025

The Board of Trustees recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with and reflects the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the local control funding formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)

The Board shall adopt the district budget at a public meeting held after the date of the public hearing, but on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, and the LCFF budget overview for parents/guardians. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is presented at the public hearing as well as the budget formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file the adopted district budget with the County Superintendent of Schools. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to the County Superintendent's recommendations at a regular public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Advisory Committee

The Board may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

Board representation on any budget advisory committee shall not comprise a majority of the Board.

The committee shall submit recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board.

Budget Criteria and Standards

The district budget shall be developed in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, LCFF revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. In addition, the Superintendent or designee shall provide the supplemental information specified in 5 CCR 15451, which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increased or improved services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

Additionally, the district budget shall provide for increased or improved services for each school which generates LCFF equity multiplier funding. (Education Code 42238.024, 52064)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of

funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact

2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law

3. Committed fund balance includes amounts constrained to specific purposes by the Board

   For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed

   The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent shall have discretion to further delegate the authority to assign funds.

5. Unassigned fund balance includes amounts that are available for any purpose

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Reserve Balance

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

In any year following the fiscal year in which the district is notified by the SPI that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds, unless the requirement is waived in accordance with Education Code 42127.01. (Education Code 42127.01)

Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

The Superintendent or designee shall annually present a Capital Improvement Plan and Budget Report to the Board. The Capital Improvement Plan and Budget Report and/or a separate Bond Update Report will include the following:

1. a projection of financial condition at the end of the plan period.
2. projections of revenues and expenditures.
3. proposed changes in programming or capital financing.
4. an assessment of economic conditions, service objectives, and financial challenges, and
5. alignment with financial policies regarding liquidity, debt capacity, or reserve requirements, as applicable.

Budget Amendments

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

9.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 18, 2026

Subject: **Board Policy 7110 Facilities Master Plan: First Reading (Discussion Only; No Action).**

Support Information: As part of the Harvey Rose operational bonds audit, recommendations were made to strengthen Board policy language related to facilities planning, capital projects, and oversight responsibilities. In response to those recommendations, staff reviewed Board Policy 7110 and is recommending updates to align District practices with audit recommendations and enhance governance, accountability, and transparency related to facilities and bond-funded projects.

Board Policy 7110 is being revised to include an annual report to the Board on the condition of the District's facilities.

Fiscal Impact: Not Applicable

Budget Source: Not Applicable

Information Only

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

9.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Policy 7110: Facilities Master Plan

Status: ADOPTED

Original Adopted Date: 07/02/2013 | **Last Revised Date:** 12/04/2025 | **Last Reviewed Date:** 12/04/2025

The Board of Trustees recognizes the importance of long-range planning for school facilities in order to address changes in student enrollment, teacher housing needs, and the district's educational program. The Superintendent or designee shall develop, for Board approval, a master plan for district facilities which describes the district's anticipated short- and long-term facilities needs and priorities.

Plan Development

The district's facilities master plan shall be based on an assessment of the condition and adequacy of existing facilities, a projection of future enrollments, and alignment of facilities with the district's vision for the instructional program.

The Superintendent or designee shall annually present a report to the Board on the condition of the District's facilities (buildings and improvements) based on the annual Facility Inspection Tool (FIT) reports.

To solicit broad input into the planning process, the Superintendent or designee may establish a facilities advisory committee consisting of staff, parents/guardians, and business, local government, and other community representatives. The Superintendent or designee shall ensure that the public is informed of the need for construction and modernization of facilities and of the district's plans for facilities.

At least 45 days prior to completion of any facilities plan that relates to the potential expansion of existing school sites or the necessity to acquire additional school sites, the Superintendent or designee shall notify and provide copies of the plan or any relevant and available information to the planning commission or agency of the city or county with land use jurisdiction within the district. (Government Code 65352.2)

If the city or county commission or agency requests a meeting, the Superintendent or designee shall meet with the commission or agency within 15 days following the notification. Items that the parties may discuss at the meeting include, but are not limited to, methods of coordinating planning with proposed revitalization efforts and recreation and park programs, options for new school sites, methods of maximizing the safety of persons traveling to and from the site, and opportunities for financial assistance. (Government Code 65352.2)

The master plan shall be regularly reviewed and updated as necessary to reflect changes in the educational program, existing facilities, finances, or demographic data.

Plan Components

The facilities master plan shall include:

1. A statement of purpose, including district goals, philosophy, and related policies

2. A description of the planning process

3. Demographics of the community, such as economic trends, migration patterns, employment base, residential base, socioeconomic makeup, historical school enrollments, and inventory of physical resources and needs

4. A description of the educational program, such as grade-level organization, class size, staffing patterns, technology plans, special programs and support services, and other educational specifications

5. Analysis of the safety, adequacy, and equity of existing facilities and potential for expansion, including the adequacy of classrooms, school cafeterias and food preparation areas, physical activity areas, playgrounds, parking areas, and other school grounds

6. Site selection criteria and process

7. Development of a capital planning budget and identification of potential funding sources

8. Policy for reviewing and updating the plan

Planning shall ensure that school facilities meet the following minimum standards: (5 CCR 14001)

1. Are aligned with the district's educational goals and objectives

2. Provide for maximum site enrollment at school facilities

3. Are located on a site that meets California Department of Education standards as specified in 5 CCR 14010

4. Are designed for the environmental comfort and work efficiency of the occupants

5. Are designed to require a practical minimum of maintenance

6. Are designed to meet federal, state, and local statutory requirements for structure, fire, and public safety

7. Are designed and engineered with flexibility to accommodate future need

Plans for the design and construction of new school facilities shall also meet the standards described in 5 CCR 14030, the California Green Building Standards Code, Title 24, Part 11 of the California Code of Regulations ("CALGreen"), the Americans with Disabilities Act (ADA) pursuant to 42 USC 12101-12213, and any other requirements applicable to the funding source and type of project.

However, plans for residential housing, which includes any building used or intended to be used by

the district as a personal residence by a teacher or employee of the district, is not considered to be a "school building" and does not require approval by the Department of General Services regarding earthquake safety and/or the ADA. (Education Code 17283.5; Government Code 4454.5)

To facilitate the efficient use of public resources when planning for new construction or modernization of school facilities, the district may consider designs that facilitate joint use of the facility with a local governmental agency, public postsecondary institution, or nonprofit organization.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

Docusign Envelope ID: 0577E777-A49F-8B8D-8195-7CAEB9B96BCA

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: April 22, 2026

Subject: **Resolution No. 85-25/26 Celebrating the 249th Anniversary of the Creation of the Flag of the United States of America and Expressing Support for the Pledge of Allegiance**

Support Information: Alum Rock Union School District joins in acknowledging the 249th anniversary of the U.S. flag and supporting the Pledge of Allegiance by directing schools to recite it daily. The resolution ensures the Pledge is recited in alignment with educational programs and upholds the constitutional rights of students and staff.

Fiscal Impact: No

Budget Source: None

Recommended Action: Staff recommends that the Board of Trustees approve Resolution No. 85-25/26, Celebrating the 249th Anniversary of the Creation of the Flag of the United States of America and Expressing Support for the Pledge of Allegiance, as submitted.

Recommend Approval

Submitted by: Dr. Tara B. Williams Title: Director

Approved by: Dan Burns DB Title: Interim Asst. Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

10.1
Agenda Placement

Sandra Garcia, Interim Superintendent

Docusign Envelope ID: 0577E777-A49F-8B8D-8195-7CAEB9B96BCA

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 0577E777-A49F-8B8D-8195-7CAEB9B96BCA

Resolution No 85-25/26
Resolution of the Board of Trustees of the
Alum Rock Union Elementary School District
to Celebrate the 249th Anniversary of the Creation of the Flag of the United States of America and Expressing Support for the Pledge of Allegiance

Celebrating the 249th anniversary of the creation of the flag of the United States and expressing support for the Pledge of Allegiance.

WHEREAS, on June 14, 1777, the Continental Congress approved the design of a flag of the United States;

WHEREAS, over the years, the flag of the United States of America has preserved the standards of the original design, comprised of alternating red and white stripes accompanied by a union consisting of white stars on a field of blue;

WHEREAS, on May 30, 1916, President Woodrow Wilson issued Presidential Proclamation 1335, an announcement asking the people of the United States to observe June 14 of each year as Flag Day;

WHEREAS, on August 3, 1949, President Harry Truman signed into law House Joint Resolution 170, 81st Congress, a joint resolution designating June 14 of each year as Flag Day;

WHEREAS, on August 21, 1959, President Dwight Eisenhower issued Executive Order 10834 (24 Fed. Reg. 6865), an order establishing the most recent design of the flag of the United States;

WHEREAS, the Pledge of Allegiance was written by Francis Bellamy, and first published on September 8, 1892;

WHEREAS, the Pledge of Allegiance expresses core civic values such as liberty, freedom, and justice;

WHEREAS, it is essential to emphasize the importance and, as part of civic socialization, pass on future generations core principles such as our structure of governance, democracy, and the indivisible nature of our Union.

NOW, THEREFORE, IT IS RESOLVED by the Board of Trustees of the Alum Rock Union Elementary School District as follows:

(1) celebrates the 249th anniversary of the creation of the flag of the United States of America

(2) recognizes that the Pledge of Allegiance has been a valuable part of life and the education of students of Alum Rock for generations; and

(3) every school in the Alum Rock Union School District will recite the Pledge of Allegiance at the start of every school day; and

(4) schools will recite the Pledge of Allegiance in whatever language aligns with their respective educational program; and

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(5) school officials will ensure that all student's and staff's constitutional rights are respected while carrying out the delegated responsibilities outlined in this Resolution.

PASSED AND ADOPTED this 28th day of May, 2026, by the Board of Trustees of the Alum Rock Union 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 May 28, 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: May 28, 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

Budget Source: Not Applicable

Recommended Action: Information Only

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

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

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

Information Only

11.1
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

May 28, 2026

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Tran, Lily	Paraeucator 9.5mo/Painter at Sheppard	06/08/2026

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: May 28, 2026

Subject: **Approve Resolution No. 83-25/26 – Recognition of Classified Retirees**

Support Information: Alum Rock Union Elementary School District hereby recognizes and wishes to honor the 2026 Classified Retirees.

Fiscal Impact: No

Budget Source: None

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution No. 83-25/26

Recommend Approval

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

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

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

11.2
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
BOARD OF TRUSTEES

RESOLUTION No. 83-25/26

RECOGNITION of 2026 CLASSIFIED RETIREES

WHEREAS, your dedicated commitment in exemplifying and modeling the highest of standards and practices in insuring a safe and clean environment for the children enrolled in our schools; and

WHEREAS, your daily commitment and passion for the care and nurturing of the well-being of every child you have interacted with through the years; and

WHEREAS, your engaging and inspiring presence at our schools and grounds insuring the very best learning environment; and

WHEREAS, your many hours of dedication are recognized in; providing valuable services to the schools and students, maintaining our school grounds and classrooms, your commitment in assuring warm and nourishing meals are provided to our students each day and transporting our children to and from school safely each day.

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District hereby recognizes the retirement of the following 2026 classified retirees and wishes all the happiness in a well-deserved respite in the years ahead:

Douglas Durham	Coordinator of Student Information System
Judy Martinez	Bus Driver

PASSED AND ADOPTED this 28th day of May 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 May 28,2026.

_____ _____

Sandra Garcia, Interim Superintendent Date

11.3

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: May 28, 2026

Subject: **Approve Resolution No. 84-25/26 – Recognition of Certificated Retirees**

Support Information: Alum Rock Union Elementary School District hereby recognizes and wishes to honor the 2026 Certificated Retirees.

Fiscal Impact: No

Budget Source: None

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution No. 84-25/26

Recommend Approval

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

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

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

11.3
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
BOARD OF TRUSTEES

RESOLUTION No. 84-25/26

RECOGNITION of 2026 CERTIFICATED RETIREES

WHEREAS, your dedicated daily commitment in exemplifying and modeling the highest of academic standards and instructional practices to the children that have been so very fortunate to have you as their teacher; and

WHEREAS, your daily commitment and passion for the care, nurturing, and well-being of every child you have interacted with through the years; and

WHEREAS, your engaging and inspiring presence and impact that motivated a countless number of Alum Rock children; and

WHEREAS, your many hours of dedication are recognized in; preparing lesson plans, meeting with parents, correcting student essays and homework, attendance at a countless number of faculty meetings, coordinating both parent and student school and classroom activities and fundraisers, nursing and tending to the many endless array of playground scrapes and scratches, the sharing of your wisdom and counseling skills to a host of students and yet and at all times maintaining your cheerful smile, your sense of humor and caring disposition; and

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District hereby recognizes the retirement of the following 2026 certificated retirees and wishes all the happiness in a well-deserved respite in the years ahead:

Dr. Dianna Ballesteros	Director of Early Learning
Barbara Wilkie	Teacher
Gerardo Rondilla	Teacher
Ida Gwen Harl	Teacher
Jill McKie	Teacher
Shedra White	Teacher
Theresa Carino	Teacher

PASSED AND ADOPTED this 28th day of May 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 May 28, 2026.

Sandra Garcia, Interim Superintendent

Date

12.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 27, 2026

Subject: **Amergis Healthcare Staffing, Inc. (LVN)**

Support Information: Amergis Healthcare will provide LVN services to Alum Rock students with medical needs such as diabetes management as well as assisting the District nurses.

Fiscal Impact: Yes $305,000

Budget Source: Special Education

Recommended Action: Staff recommends that the Board of Trustees approve the contract with Amergis Healthcare for the 2026-2027 school year for $305,000.

Recommend Approval

Submitted by: Anthony Colonna Title: Director

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

12.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education (School/Dept.) VENDOR NO. 301646

Submitted by: Anthony Colonna, Director, Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Amergis Healthcare Staffing, Inc.

Address: 7223 Lee Deforest Dr. City: Columbia State: MD Zip: 21046

Phone: (408) 914-4895 Email Address: _____

SSN: _____ or Fed I.D. #: 83-2976157

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").

Amergis Healthcare will provide LVN services to Alum Rock students with medical needs such as diabetes management as well as assisting the District nurses.

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

X a. **Fee Rate:** $65.00/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

_____ b. **Other:** $_____ (describe rate agreement) _____

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	3140	000000	380	5240	305,000	MN 4/24/26

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

amergis

Justina Del Carlo
Account Manager
Amergis Staffing 2026-2027 School Year
Office: 408.914.3884
Email: judelcar@amergis.com

Amergis Staffing will provide LVN and RN services to students with medical needs. Such as diabetes management, seizure precaution, as well as assisting the district nurses.

LVN Essential Duties and Responsibilities:

- Provides first aid care and medically prescribed services
- Maintains security of school health supplies and medication in the school setting
- Provides follow-up evaluations on students as required
- Corresponds with parents on health needs of children
- Records immunizations, health findings, and other relevant health data
- Identifies abnormal growth and development, symptoms of disease and discuss with parents
- Develops and maintains health records on students
- Develops positive working relationships
- Supports student medical needs during transport as applicable RN Essential

Duties and Responsibilities:

- Utilizes the nursing process to plan, implement and evaluate student's care needs
- Demonstrates on each assignment the provision of skill nursing care in accordance with prescribed orders/IHP
- Performs interventions, treatments and medications administration according to the identified priorities as outlined in the IHP
- Monitors and documents effectiveness of interventions, treatments and medications
- Completes documentation per client expectations
- Coordinates and facilitates services as requested between the school, local health agencies and other community resources to meet the needs of the student
- At request of school district participates in student care conferences/Individualized Education Program (IEP)
- Communicates with the school district personnel about student's plan of care/IHP

amergis

Service	Rate (per hour)
LVN	$65
BSN RN	$130
School Credentialed BSN RN	$150

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: April 27, 2026

Subject: **Amergis Healthcare Staffing, Inc.**

Support Information: Amergis Healthcare will provide behavior technicians Districtwide to assist teachers/students in the classrooms. Due to the lack of applicants for para positions, contracting with Amergis is necessary in order to stay compliant. Amergis will also provide virtual speech services while (3) Slp's are out on medical leave.

Fiscal Impact: Yes $4,344,000

Budget Source: Special Education

Recommended Action: Staff recommends that the Board of Trustees approve the contract with Amergis Healthcare for the 2026-2027 school year in the amount of $4,344,000.

Recommend Approval

Submitted by: Anthony Colonna Title: Director

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

12.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education (School/Dept.) VENDOR NO. 301646

Submitted by: Anthony Colonna, Director, Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Amergis Healthcare Staffing, Inc.

Address: 7223 Lee Deforest Dr. City: Columbia State: MD Zip: 21046

Phone: (408) 914-4895 Email Address: _____

SSN: _____ or Fed I.D. #: 83-2976157

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").
Amergis Healthcare will provide behavior technicians District-wide to assist teachers/students in the classrooms. Due to the lack of applicants for para positions, contracting with Amergis is necessary in order to stay compliant. Amergis will also provide virtual speech services while (3) Slp's are out on medical leave.

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

X a. **Fee Rate:** $50-145/hour per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

_____ b. **Other:** $_____ (describe rate agreement) _____

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
080	6546	0	5815	00	5750	1190	000000	380	6546	3,730,000	
080	6500	0	5815	00	5750	1190	000000	380	1820	594,000	
080	6500	0	5815	00	5750	1190	000000	380	1750	20,000	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Justina Del Carlo
Account Manager
Amergis Staffing 2026-2027 School Year
Office: 408.914.3884
Email: judelcar@amergis.com

Amergis Behavior Technicians equivalent to a Paraeducator:

The Behavior Technician works to facilitate educational and behavioral services with children and adults with special needs and collaborates with school professionals and other behavioral specialists to achieve learning and behavioral goals and objectives.

Registered Behavior Technician:

The Registered/Certified Behavior Technician works to facilitate educational and behavioral services with children and adults with special needs and collaborates with school professionals and other behavioral specialists to achieve learning and behavioral goals and objectives. The Registered/Certified Behavior Technician can support implementation of Applied Behavior Analysis (ABA) therapeutic services.

Board Certified Behavior Analyst:

The Board Certified Behavior Analyst provides consultation, training, conducts behavioral evaluations and develops/implements behavior intervention plans for individuals with academic and behavioral deficits. The Board Certified Behavior Analyst acts as a clinical teacher who educates, observes, assesses, and supervises educational activities and behavioral service delivery in the school setting.

School Counselor/School Mental Health Worker:
The School Counselor/School Mental Health Worker provides counseling to students in need of counseling and/or support with their mental health needs.

Physical Therapist:

The Physical Therapist is responsible for performing student evaluations, as well as providing and documenting therapy services in accordance with plan of care developed for each student and per physician's orders when applicable.

School Psychologist:
The School Psychologist works to support students through a variety of mental health and developmental issues and aid in qualifying students for additional support services. The School Psychologist is responsible for providing on-site psychological services to students under the jurisdiction of the state and district.

amergis

Special Education Teacher:

The Special Education Teacher, under the direction of the Special Education Program Administrator provides quality services to special education students, kindergarten through grade 12. The Special Education Teacher has a commitment to team participation in planning and implementation of student programs including special instruction, tutorial assistance and consultation with general education staff.

Occupational Therapist:

The Occupational Therapist (OT) is responsible for performing student evaluations, developing and providing therapy services, and documenting services in accordance with the plan of care developed for each student.

Speech Language Pathologist:

The Speech-Language Pathologist in the school setting is responsible for performing student evaluations as well as providing and documenting therapy services in accordance with the plan of care developed for each individual student and the physician's orders.

amergis

Service	Rate (per hour)
Board Certified Behavior Analyst	$130
Registered Behavior Technician	$55
Behavior Technician	$50
School Aide	$48
Health Aide	$52
School Counselor/School Mental Health Worker	$120
School Psychologist	$140
Special Education Teacher	$100
Credentialed RN	$150
RN	$100
LVN	$65
Physical Therapist	$120
Occupational Therapist	$120
Speech & Language Pathologist	$145
Marriage & Family Therapist	$100
PTA/SLPA/COTA	$85
Audiologist	$110
Deaf & Hard of Hearing Teacher	$100
Orthopedic Impairment Teacher	$110
APE Teacher	$95

12.3

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: May 4, 2026

Subject: **Devine Interventions Services, LLC**

Support Information: Ms. Devine will provide Mental Health services and behavior clinical support to special education TK-5th grade students within the Alum Rock School District per students Individualized Education Program (IEP) requirements. Contractor will manage cases of students with counseling IEP services for the District.

Fiscal Impact: Yes $203,280

Budget Source: Special Education

Recommended Action: Staff recommends that the Board of Trustees approve the contract with Devine Intervention Services for the 2026-2027 school year for $203,280.

Recommend Approval

Submitted by: Anthony Colonna Title: Director

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

12.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 98DC0500-EA56-636B-614F-FBB1732440BF

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education (School/Dept.) VENDOR NO. 301650

Submitted by: Anthony Colonna, Director, Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Devine Intervention Services

Address: 589 Curie Dr City: San Jose State: CA Zip: 95123

Phone: (415) 298-6472 Email Address: devineinterventionservices@gmail.co

SSN: _____ or Fed I.D. #: 39-2796257

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").
Ms. Devine will provide Mental Health services and behavior clinical support to special education TK-5th grade students within the Alum Rock School District per students Individualized Education Program (IEP) requirements. Contractor will manage cases of students with counseling IEP services for the District.

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

X a. **Fee Rate:** $140.00/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

_____ b. **Other:** $_____ (describe rate agreement) _____

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
080	3327	0	5815	00	5750	1190	000000	380	3327	80,000	5/1
080	6546	0	5815	00	5001	3900	000000	380	6546	116,280	
080	6500	0	5815	00	5750	1130	000000	380	1750	7,000	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Proposed Contract for Devine Intervention Services, LLC for the 2026-2027 school year at Alum Rock Union School District, Special Education Department:

Start Date: July 1, 2026
End Date: June 30, 2027
Rate of Pay: $140/ hour
Timeline: 7.5 hours per day for 180-day School Year (1,350 hours) with Clinical Supervision and Consultation for Associate during Extended School Year (3 hours per week for 4 weeks; total: 12 hours); 6-10 additional hours per month as needed to attend required IEP meetings, case management for all SPED counseling cases (collaboration, training, Clinical Supervision for one Associate Marriage and Family Therapist and guidance for SPED therapists), family collaboration meetings and therapeutic support (a maximum of 90 hours); Maximum number of hours for the 2026-2027 school year: 1,452 hours.

Job Title: Therapeutic Coordinator for the Special Education Department
Clinical Supervisor for Associate Marriage and Family Therapist
Mental Health Service Provider
Therapeutic Program Consultant

Services to be Performed:
Erin Devine, Licensed Marriage and Family Therapist #98035 will virtually provide behavioral and therapeutic support services for students with IEPs. Services to include: individual mental therapy sessions; Social Emotional Learning consultation; participation in IEP meetings; provide professional development families and staff to meet the mental health needs of ARUSD students; and collaboration with IEP teams. Therapist will consult with Therapeutic Program staff. Therapist will also manage the cases of all students wi counseling IEP services for the Special Education Department. This includes tracking all of the IEP counseli cases, training counseling service providers, and consultation with case managers as needed. Therapist will also be the Clinical Supervisor for one Associate Marriage and Family Therapist.

_____ _____
Erin Devine, LMFT #98035 Date
Devine Intervention Services

_____ _____
Sandra Garcia Date
Interim Superintendent of ARUSD

589 Curie Drive | San Jose, CA 95123| devineinterventionservices@gmail.com | 415.298.6472

12.4

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: April 15, 2026

Subject: **RO Health, LLC**

Support Information: RO Health will provide LVN services to Alum Rock students with medical needs such as diabetes management as well as assisting the District nurses.

Fiscal Impact: Yes $735,000

Budget Source: Special Education

Recommended Action: Staff recommends that the Board of Trustees approve the contract with RO Health for the 2026-2027 school year for $735,000.

Recommend Approval

Submitted by: Anthony Colonna Title: Director

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

12.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 1E9B130D-CF0F-8199-82F8-B60AF3825835

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education (School/Dept.) VENDOR NO. 022344

Submitted by: Anthony Colonna, Director, Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: RO Health, LLC

Address: P.O. Box 848544 City: Los Angeles State: CA Zip: 90084

Phone: (408) 703-2918 Email Address: cjpeters@rohealth.com

SSN: _____ or Fed I.D. #: 46-3049972

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").

RO Health will provide LVN services to ARUSD students with medical needs such as diabetes management as well as assisting the District nurses.

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

X a. **Fee Rate:** $73.00 / hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

_____ b. **Other:** $_____ (describe rate agreement) _____

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	3140	080000	380	5240	735,000	M. Davis 4/23/26

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

CLIENT STAFFING AGREEMENT

This Agreement (the "Agreement") entered into this 26th day of 03, 2026 ("Effective Date"), is by and between RO HEALTH, LLC ("RO HEALTH"), a Delaware limited liability company with its office headquarters located at 1900 Nickerson Street West Suite 200, Seattle, WA 98119, and Alum Rock Union School District (hereinafter referred to as "CLIENT") located at 2930 Gay Ave, San Jose, CA 95127.

WHEREAS, RO HEALTH operates a medical staffing agency and employs personnel to provide Services (as hereinafter defined) to CLIENT; and

WHEREAS, CLIENT operates a School District and CLIENT desires that RO HEALTH shall supply contract personnel to CLIENT; and

WHEREAS, CLIENT and RO HEALTH have agreed that RO HEALTH shall supply such personnel under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants between RO HEALTH and CLIENT, (each a "Party" and jointly the "Parties"), the Parties hereby agree as follows.

1. TERM AND TERMINATION.

This Agreement will commence on the Effective Date. The term of this Agreement will initially be one (1) year from the Effective Date and will be automatically extended for successive one (1) year periods, unless at any time either Party elects to terminate the Agreement upon at least thirty (30) days' prior written notice of termination to the other Party in accordance with the provisions of Paragraph 16. In the event of such automatic renewal, unless otherwise revised or amended, the rates for the Services (as hereinafter defined) set out in **Exhibit A** shall be increased equal to or greater than the cost of living adjustment (equal to the National Consumer Price Index or equivalent Index). Said termination will not affect the rights or responsibilities subsequent to transactions occurring prior to the effective date of termination.

2. SERVICES.

RO HEALTH will use its reasonable best efforts to provide qualified RO HEALTH employees as requested by CLIENT and in accordance with CLIENT's specifications and subject to the terms and conditions of this Agreement. **Exhibit A** hereto sets forth the specific services (the "Services") to be furnished by RO HEALTH, together with the current fees for these Services. At any point during the term of this Agreement the rates set out on **Exhibit A** may be renegotiated.

3. PROFESSIONAL QUALIFICATIONS.

RO HEALTH will recruit, interview, screen, select, hire and assign RO HEALTH employee(s) who, in RO HEALTH's sole and exclusive judgment, are best qualified to perform the Services. Such RO HEALTH employee(s) shall comply with all pertinent terms and conditions of the relevant licensure and credentials. RO HEALTH shall retain documentation evidencing such licensure and credentials for each such RO HEALTH employee, including, but not limited to:

3.1 Proof of current licensure, registration and or certification (if applicable).
3.2 Written or verbal verification of two (2) references.
3.3 Written verification of worker's unrestricted credential (if applicable).
3.4 Written verification of current cardiopulmonary resuscitation (CPR) certification for all non-remote RO HEALTH employees, unless written documentation from CLIENT is provided removing this requirement for specific positions.
3.5 Possess proof of a tuberculosis test or chest X-ray and satisfactory completion of annual tuberculosis education for all non-remote RO HEALTH employees.
3.6 Criminal Background Check and disclosure statement.

Upon CLIENT's written request, RO HEALTH will provide documentation of any such licensure or credentials or otherwise related to the qualifications and training of such RO HEALTH employee(s).

4. CLIENT ORIENTATION.

CLIENT will provide, at its sole cost and expense, all applicable RO HEALTH personnel with an orientation to CLIENT specific policies, procedures and processes necessary to equip RO HEALTH personnel with the knowledge necessary to meet CLIENT's expectations for RO HEALTH personnel.

5. URGENT PERSONNEL REQUESTS.

If CLIENT requests RO HEALTH personnel less than two (2) hours prior to the start of a shift, RO HEALTH shall bill CLIENT for the entire duration of the shift, as long as the RO HEALTH employee reports for work within a reasonable period of time.

6. MINIMUM BILLABLE HOURS AND SHIFT CANCELATION.

If CLIENT schedules an order with a duration less than four (4) billable hours for each shift, RO HEALTH shall bill CLIENT for four (4) hours at the established hourly rate.

CLIENT agrees to give a two (2) hour notice of cancellation of shift via phone conversation (not voicemail) to the staffing coordinator or on-call coordinator. If CLIENT modifies or cancels an order less than two (2) hours prior to the start of a shift, RO HEALTH will bill CLIENT for four (4) hours at the established hourly rate.

7. FLOAT POOL / SUB COVERAGE

In order to best serve CLIENT's needs, RO HEALTH may develop positions for providers who will be utilized to provide coverage for vacation, sick call, leaves, or other needs that may arise. In the event CLIENT requests coverage for providers who are not RO HEALTH employees, i.e. individuals who are employed either directly by CLIENT or by another third party staffing agency (the "NON-RO EMPLOYEE SHIFTS"), RO HEALTH may utilize the Float Pool to cover the NON-RO EMPLOYEE SHIFTS in accordance with the rates established for Float Pool / Sub Coverage on **Exhibit A.**

The Float Pool may cover regular full time, part-time and/or per diem vacancies. RO HEALTH will determine the qualifications necessary to be included in the Float Pool and will manage Float Pool assignments in accordance with the CLIENT's NON-RO EMPLOYEE SHIFT needs.

8. CONVERSION FEE.

If RO HEALTH is the first staffing provider to submit an individual employee's profile (either verbal or written) to CLIENT for consideration, or to introduce an individual employee to CLIENT at any time and in any capacity, CLIENT will accept such individual employee for employment only through RO HEALTH.

CLIENT further agrees that it will take no steps, directly or indirectly, to recruit, solicit, hire or employ as its own employee, agent, contractor or otherwise any personnel introduced, submitted or provided to CLIENT by RO HEALTH. CLIENT further acknowledges that RO HEALTH incurs substantial costs associated with recruiting, training, and managing RO HEALTH personnel. In the event CLIENT or any agent, affiliate or subsidiary of CLIENT, directly or indirectly or through another agency, recruits, solicits, hires or employs RO HEALTH personnel in any capacity, CLIENT agrees, in advance of hiring such RO HEALTH personnel, to either (1) provide written notice of intent to hire or employ RO HEALTH personnel twelve (12) months prior to the RO HEALTH employee's commencement as a CLIENT employee, agent, contractor or otherwise; (2) provide written notice to RO HEALTH of its intent to hire RO HEALTH employee and continue to employ RO HEALTH employee solely and exclusively in such individual's capacity as a RO HEALTH employee through RO HEALTH for a period not less than one thousand and forty (1,040) hours from the notice date; or (3) pay RO HEALTH a placement fee equal to the sum of twenty-five percent (25%) of such personnel's annualized salary (calculated as hourly pay rate multiplied by two thousand and eighty (2,080) hours multiplied by twenty-five percent (25%)).

9. RESPONSIBILITY FOR PATIENT CARE.

CLIENT retains sole and exclusive responsibility for management of care of each of its patients and for ensuring that the Services provided by RO HEALTH personnel under this Agreement are furnished in accordance with all applicable safety and health laws, regulations and standards. Client further retains sole and exclusive responsibility for compliance with all relevant safety and health laws and regulations during the period in which RO HEALTH personnel are assigned under CLIENT's supervision. CLIENT shall ensure that RO HEALTH personnel are assigned

duties and operating within their scope of practice. In no event will CLIENT assign a non-instructional paraprofessional the duties and/or responsibilities of an instructional paraprofessional (in each case as defined by the California Department of Education pursuant to the Elementary and Secondary Education Act or by other relevant state law or statute).

10. INSURANCE.

RO HEALTH shall purchase and maintain during the duration of this Agreement general and professional liability coverage of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate, covering the sole negligent acts or omissions which may give rise to the liability for the Services provided under this Agreement. At CLIENT's written request, RO HEALTH will provide certificates evidencing such insurance coverage.

11. TAXES.

RO HEALTH will maintain responsibility for the payment of wages, and other compensation, and for any mandatory withholdings and contributions to its personnel.

12. PAYMENT FOR SERVICES.

RO HEALTH obtains CLIENT-approved time records and relies on CLIENT for the accuracy and completeness of those records to pay RO HEALTH's employees and to generate invoices. The accuracy and completeness of such records is the sole and exclusive responsibility of CLIENT prior to approving such records to RO HEALTH. RO HEALTH will submit invoices based on such records to CLIENT at the rates established in **Exhibit A** every week for RO HEALTH personnel provided to CLIENT during the preceding workweek billing period. RO HEALTH does not assume responsibility for CLIENT approved records.

12.1 Payment.

Full payment of invoices is due upon receipt. CLIENT shall send all payments electronically **through automated clearing house ("ACH") transfers**. RO HEALTH will deliver the ACH payment details to CLIENT upon execution of this Agreement. The parties hereby agree to undertake any and all required actions and execute any required documents, instruments or agreements required to effectuate the requirements of this Section 12.

12.2. Late Payment.

Payments not received within thirty (30) days from the first day of the workweek billing period, as identified on the invoice, will accumulate interest at the rate of one percent (1%) per month on the unpaid balance, equating to an annual percentage rate of twelve percent (12%), or the maximum rate permitted by applicable law, whichever is less. In the event that RO HEALTH must institute legal action to collect any late, outstanding or

unpaid amounts. CLIENT agrees to pay all of RO HEALTH's costs of suit, including reasonable attorneys' fees.

13. GOVERNING LAW.

This Agreement, and all matters relating to it shall be governed by the laws, rules, and regulations of the State of Delaware, as are now in effect or as may be later amended or modified, without reference to the choice of law rules in any state. In the event that any provision of this Agreement conflicts with or is inconsistent with provisions of those laws, rules or regulations, the provisions of Delaware laws, rules, and regulations shall govern and supersede.

14. DISPUTE RESOLUTION.

Should any dispute arise out of or in connection with the Agreement, which cannot be resolved to the satisfaction of both Parties within thirty (30) calendar days of the initial discussion, such dispute shall be submitted to arbitration for resolution. The Parties shall attempt to agree upon a neutral third party to arbitrate the dispute and, should that effort fail, request a panel of arbitrators from the American Arbitration Association and select an arbitrator from that list by alternately striking names. The panel of arbitrators shall be selected from Wilmington, Delaware. The arbitration shall take place in accord with the usual rules and policies of the American Arbitration Association and the decision of the arbitrator shall be final and binding upon the Parties. Fees of the American Arbitration Association, the Arbitrator's fees and the costs of a court reporter shall be split evenly by the Parties. The Party prevailing in such arbitration will be entitled to the recovery of all other costs and expenses incurred in connection with such action and any appeal from the other Party.

15. MUTUAL INDEMNIFICATION.

Each Party shall defend, indemnify, and hold harmless the other Party, its current and former affiliates, its and their respective current and former officers, directors, employees, representatives, and the successors and assigns, from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) associated with or incurred as a result of any claim, action, or proceeding brought by a third party arising out of or relating to (i) any breach of such Party's representations, warranties, covenants and obligations under this Agreement; (ii) such Party's gross negligence or willful misconduct in performing its obligations under this Agreement; or (iii) such Party's failure or alleged failure to comply with all applicable laws or regulations; provided each Party shall promptly notify the other Party in writing of any such claim, action or proceeding, promptly give the other Party the opportunity to assume sole control of the defense or settlement of such claim, action or proceeding and give the other Party all necessary information and assistance (at the other Party's sole expense) in connection with such defense and settlement. Either Party shall have the right to retain counsel and participate in such defense or settlement. Neither Party shall settle any matter

subject to indemnification without the prior written consent of the other Party; provided, however, that such consent shall not be required if the settlement will not impose any restriction or liability on the other Party that is not fully discharged.

16. NOTICES.

All notices, requests, consents and invoices required or permitted under this Agreement shall be made in writing and delivered personally or sent by mail or e-mail to the applicable Party to the following addresses:

IF TO CLIENT:

Alum Rock Union School District

Attn: Name: _____

2930 Gay Ave

San Jose, CA 95127

(408) 928-6800

Email: _____

IF TO RO HEALTH:

Ro Health, LLC

Attn: Chief Administrative Officer

440 N Barranca Ave #1884

Covina, CA 91723

P: (888) 552-9775 F: (888) 607-2889

Email: contracts@rohealth.com

17. DAMAGES.

In no event shall either Party be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits, even if such Party has been advised of the possibility of such damages, under or in connection with this Agreement, regardless of the form of action.

18. SEVERABILITY.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

19. INDEPENDENT CONTRACTOR.

Each Party to this Agreement hereby agrees, represents and warrants that it is an independent contractor and is not any other Party's agent or employee or partner or joint venturer for any purpose whatsoever.

20. ASSIGNMENT.

No Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

21. ENTIRE AGREEMENT; MODIFICATION.

This written Agreement constitutes the entire Agreement between the Parties and all negotiations and understandings have been included in this Agreement. No other understandings, agreements, representations, or warranties relating to the subject matter of this Agreement, whether written or oral, have been made to RO HEALTH by the CLIENT or to the CLIENT by RO HEALTH. This Agreement shall supersede any other communication between the Parties as to the subject matter herein.

This written Agreement may be modified, amended, or rescinded only by a written agreement executed by both Parties.

22. COUNTERPARTS.

This Agreement may be signed in one or more counterparts, each of which shall be binding and all of which shall be taken together as one and the same agreement.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorized representatives of the Parties on the day and the year first written above.

CLIENT	**RO HEALTH, LLC**
Printed Name	Printed Name
Signature	Signature
Date	Date

Docusign Envelope ID: 0577E777-A49F-8B8D-8195-7CAEB9B96BCA

12.5

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: May 28, 2026

Subject: **Think Together California State Preschool Program Contract 2026-2027**

Support Information: Think Together, in coordination with Alum Rock Union Elementary School District (ARUESD), will offer a comprehensive licensed preschool program at Adelante I, Adelante II, McCollam, and Painter, which meets the development needs of the children it serves. The program will focus on the whole child with a strong focus on social-emotional learning, literacy, and math. It will operate as a full-day/full-year program for 244 days, and offer a 7-hour program that will serve up to 72 children.

Fiscal Impact: Yes, $1,635,721

Budget Source: California State Preschool Program (CSPP) Grant

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the contract with Think Together to provide the Alum Rock Union Elementary School District with a licensed preschool program for the 2026-2027 school year. Cost of the contract is $1,635,721 (ONE MILLION, SIX HUNDRED THIRTY-FIVE THOUSAND, SEVEN HUNDRED-TWENTY-ONE DOLLARS), paid through the California State Preschool Program Grant.

Recommend Approval

Submitted by: Dr. Dianna Ballesteros Title: Director

Approved by: Daniel Burns DB Title: Interim Asst. Superintendent

To the Board of Trustees:

12.5
Agenda Placement

Meeting: May 28, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

Docusign Envelope ID: 0577E777-A49F-8B8D-8195-7CAEB9B96BCA

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 688CAB0F-5199-8009-81EF-9AE7D267429E

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Early Learning (School/Dept.) VENDOR NO. 21410

Submitted by: Dr. Dianna Ballesteros

☑ Independent Contract ☐ MOU

☐ Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Think Together

Address: 2101 E. 4th St. #200B City: Santa Ana State: CA Zip: 92705

Phone: (714) 415-9527 Email Address: rosa.lopez@thinktogether.org

SSN: _____ or Fed I.D. #: 33-0781751

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").
Think Together in coordination with Alum Rock Union Elementary School District (ARUESD), will offer a comprehensive licensed preschool program at Adelante I, Adelante II, McCollam and Painter which meets the development needs of the children it serves. The program will focus on the whole child with a strong focus on social emotional learning, literacy and math. It will operate as a full-day/full-year program for 244 days, and offer a 7-hour program that will serve up to 72 children.

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:** $1,635,721.00 (describe rate agreement) not to exceed;THINK Together will invoice ARUESD in twelve equal monthly installments from July 2026 to June 2027.

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
120	6105	0	5815	00	0001	1000	000052	066	6100	50,000	Initial CS
120	6105	0	5100	00	0001	1000	000052	066	6100	1,585,721	Initial RG

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

MEMORANDUM OF UNDERSTANDING
Between
Alum Rock Union Elementary School District
And
Think Together

I. PURPOSE

The Memorandum of Understanding (MOU) that follows is a formal agreement, made on July 1, 2026 (the "Effective Date"), between Alum Rock Union Elementary School District, the Local Education Agency ("LEA") and Think Together, a California non-profit public benefit corporation ("CONTRACTOR") to provide early learning services during the 2026/27 school year. The goal of these programs is to develop integrated partnerships to deliver high-quality early learning preschool opportunities that align with LEA priorities to help students develop academic and social skills, enhance health and wellness, and increase social-emotional capacity.

II. LOCATIONS AND TERM

The LEA is contracting with CONTRACTOR for provision of early learning preschool services, as defined herein, at the selected "School Sites".

III. SCOPE OF WORK

CONTRACTOR will deliver the scope of services and deliverables described in Exhibit A1, attached hereto.

IV. TERM

This MOU shall become effective immediately when signed by both parties and remain in effect until both parties have fulfilled all obligations of this MOU or by June 30, 2027, whichever occurs first, and shall thereupon terminate.

V. COMPENSATION

This is a "fee for service" Agreement. CONTRACTOR's Fee shall be detailed according to Exhibit B, attached hereto. Timing and amounts of payments will be made according to Exhibit B, attached hereto. Notwithstanding the provisions above, any amount not timely paid by the LEA and not disputed in good faith shall accrue simple interest at a rate of 1% per month for any amount actually owing to CONTRACTOR.

VI. INDEPENDENT CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the LEA and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their

employment. CONTRACTOR, its agents and employees, shall not be entitled to any rights and/or privileges of the LEA's employees and shall not be considered in any manner to be the LEA's employees. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

VII. MUTUAL INDEMNIFICATION

CONTRACTOR shall indemnify, pay for the defense of, and hold harmless the LEA and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONTRACTOR or any employee of CONTRACTOR. CONTRACTOR shall further indemnify, pay for the defense of, and hold harmless the LEA of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this MOU.

The LEA shall indemnify, pay for the defense of, and hold harmless CONTRACTOR and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the LEA's negligent or willful acts and/or omissions in relation to this MOU. The LEA shall assume responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning the LEA or any employee of the LEA. The LEA shall further indemnify, pay for the defense of, and hold harmless the CONTRACTOR of and from any such payment or liability arising out of or in any manner connected with the LEA's performance under this Agreement.

VIII. INSURANCE

During the term of this Agreement, CONTRACTOR shall procure, pay for and keep in full force and effect the following types of insurance:

Workers' Compensation & Employer's Liability

- Workers' Compensation — Statutory

Commercial General Liability (GL)

- Per Occurrence — $2,000,000
- General Aggregate — $2,000,000

"Excess" Commercial General Liability

- Per Occurrence/Aggregate — $8,000,000

2101 East Fourth Street, Ste. 200B | Santa Ana, CA 92705
714.543.3807 | fax 714.543.3852

Automobile Liability (AL)

- Combined Single Limit	$1,000,000

Abuse & Molestation Liability (Abuse)

- Per Occurrence	$2,000,000
- Aggregate	$2,000,000
"Excess" Abuse & Molestation	
o Per Occurrence/Aggregate	$8,000,000

Professional Liability

- Each Act	$2,000,000
- Aggregate	$2,000,000
"Excess" Professional Liability	
o Per Occurrence/Aggregate	$8,000,000

Cyber Liability

- Per Occurrence/Aggregate	$5,000,000

The policies of insurance described above shall be placed with duly licensed or approved non-admitted insurers in the State of California with an "A.M. Best" rating of not less than A- VII. Except for Workers' Compensation and Employers' Liability, Professional Liability and Cyber Liability insurance, policies shall be endorsed to include the LEA as additional insured with respect to liability arising out of the activities performed by or on behalf of CONTRACTOR under the terms of this Agreement. This is evidenced on the Certificate of Insurance as well as a copy of the endorsement to the Service Provider's insurance. Limits can be met with a combination of primary and/or excess/umbrella coverage or equivalent and each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not suspend, void, cancel or reduce coverage or limits except after thirty (30) days prior written notice. CONTRACTOR shall furnish certificates of insurance as required by this Agreement prior to the commencement of services under this Agreement, along with a copy of required policy endorsements upon request.

a. Except for Workers' Compensation and Employers' Liability, Professional Liability and Cyber Liability insurance, policies shall be endorsed to apply on a primary basis, non-contributory with any other.

If either party makes a good faith, reasonable determination that the other party is in default of its obligations under this MOU, that party must provide the other party with a written request to cure the

2101 East Fourth Street, Ste. 200B | Santa Ana, CA 92705
714.543.3807 | fax 714.543.3852

b. Except for Workers' Compensation and Employers' Liability, Professional Liability and Cyber Liability insurance, policies shall contain a waiver of subrogation in favor of the LEA.
c. CONTRACTOR agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the LEA's Assistant Superintendent, Business Services, thirty (30) days prior written notice.

IX. ASSIGNABILITY

Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties, or privileges under this MOU on any third party, without the written consent of the other party.

X. DATA SHARING

The LEA agrees to comply with all reasonable requests by CONTRACTOR and to provide access to all documents and electronic student data reasonably necessary for the performance of CONTRACTOR's duties under this Agreement.

XI. TERMINATION

Unless otherwise terminated as provided below, this Agreement shall continue in force during the Term, or until the services provided for herein have been fully and completely performed as mutually agreed by the parties, whichever shall occur first, and shall thereupon terminate.

default. If that party reasonably determines that the default has not been cured within thirty (30) days of such written request to cure, then the party shall have the right to immediately terminate this MOU upon written notification to the other party.

If at any time during the performance of this MOU either party determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the party shall have the right to terminate the performance of services hereunder by giving thirty (30) days written notification to the other party of its intention to terminate. If the LEA decides to terminate work under this MOU, it shall pay CONTRACTOR for all fees earned through the date of termination.

XII. DISPUTE RESOLUTION

In the event of any controversy or claim arising out of or relating to this MOU, or the breach thereof, prior to any contract action or dispute proceedings, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOU promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this MOU. Any party may give the other party written notice of any dispute not resolved in the normal course of business.

Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position

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and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place in an attempt to mutually resolve the dispute.

XIII. CONFLICT OF INTEREST

The LEA acknowledges that CONTRACTOR has invested and will continue to invest significant amounts of time, money, effort, and resources to recruit, hire, train, and supervise qualified employees to perform the Services required under this Agreement. The LEA further acknowledges that CONTRACTOR has a legitimate expectation that its employees will continue their employment and career development with CONTRACTOR during and after the Term of this Agreement, which gives CONTRACTOR a significant business advantage. The LEA further acknowledges that during the Term of this Agreement, it will be entrusted with access to the personal contact data for employees of CONTRACTOR who are assigned to render Services under this Agreement. The LEA acknowledges that these legitimate interests of CONTRACTOR would be impaired if the LEA were to solicit and recruit CONTRACTOR's personnel to leave their employment with CONTRACTOR during or after the term of this Agreement. To protect these interests, the LEA agrees as follows:

No Solicitation of Employees

Each party hereto (for this purpose, a "Soliciting Party") agrees that, for a period of six months after termination of this Agreement for any reason, such Soliciting Party (or any person acting on behalf of or in concert with such party) will not, without the prior written consent of the other party hereto (for this purpose, the "Employer Party"), directly or indirectly, solicit to employ any employee of the Employer Party with whom any employee of the Soliciting Party had contact with or became aware of in connection with the services performed under this Agreement; provided, however, that the foregoing shall not prevent either Soliciting Party from making general public solicitations for employment for any position or from employing any employee of the Employer Party who either responds to such a

general solicitation for employment or otherwise contacts such party on his or her own initiative and without solicitation by such party in contravention of the above restriction.

XIV. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by CONTRACTOR and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties.

XV. SEVERABILITY

If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

XVI. RELEVANT AUTHORITY AND CHOICE OF LAW

This MOU, any litigation, proceeding or dispute arising out of this Agreement, or the need to interpret any language or provision of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

It is the responsibility of each party to familiarize itself with the relevant requirements, laws, and regulations set forth by the CDE and State of California and ensure full compliance throughout the duration of the Agreement. To the extent a provision or requirement of this Agreement conflicts with requirements, laws, or regulations set forth by the CDE or State of California, the CDE and State of California's authority shall supersede conflicting provisions of this Agreement.

XVII. AMENDMENT

This MOU may be amended only by written instrument signed by duly authorized representatives of the LEA and CONTRACTOR.

XVIII. AUTHORIZATION

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

XIX. NOTICES

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective

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714.543.3807 | fax 714.543.3852

parties as follows:

To: Think Together
2101 E. Fourth Street, Suite 200B
Santa Ana, CA 92705

To: Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, CA 95127-2322

To facilitate crisis management, LEA will provide to CONTRACTOR the personal contact information of the Superintendent or his/her designee, as well as a secondary contact, so that they can be notified in the event of an incident that occurs outside of normal business hours or when school is not in session.

[Signature page follows]

2101 East Fourth Street, Ste. 200B | Santa Ana, CA 92705
714.543.3807 | fax 714.543.3852

IN WITNESS THEREOF, CONTRACTOR and the LEA have executed this Memorandum of Understanding as of the dates indicated below.

Alum Rock Union Elementary School District
("LEA")

By: _____
Signature

Sandra Garcia
Printed Name

Interim Superintendent
Title

2930 Gay Avenue
Address

San Jose, CA 95127
City State Zip

408-928-6805
Telephone Number

_____
Date

Think Together
("CONTRACTOR")

By: _____ David R Barth (May 6, 2026 10:52:37 PDT)
Signature

Randy Barth
Printed Name

Founder & CEO
Title

2101 E. Fourth St., Ste. 200B
Address

Santa Ana, CA 92705
City State Zip

714-543-3807
Telephone Number

05/06/2026
Date

2101 East Fourth Street, Ste. 200B | Santa Ana, CA 92705
714.543.3807 | fax 714.543.3852

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: May 19, 2026

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

- **May 8, 2026, Special Board Meeting**
- **May 11, 2026, Special Board Meeting**
- **May 14, 2026, Regular Board Meeting**
- **May 16, 2026, Special Board Meeting**
- **May 20, 2026, Special Board Meeting**

Recommend Action: It is the recommendation of the Interim Superintendent that the Board to approve the meeting Minutes.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

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 A SPECIAL BOARD MEETING
Of The BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Friday, May 8, 2026, at 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #31-25/26

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 5:30 pm, followed by Roll Call. Board Members present were Linda Chavez (President*) arrived at 5:49pm*, 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) *Absent*, Daniel Burns (Interim Assistant Superintendent of Instructional Services) *Absent,* Teresa DeCelles (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources) *Absent*, 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.

1. Superintendent/Board Business

1.2 Approve Advisory Panel to Review And Interview Superintendent Candidates.

MOTION #01-31 by Vice President Andrés Quintero to adopt the technical panel with the condition that there is no conflict of interest, in addition to adding a stakeholder panel. MOTION #01-31 was seconded by Member Corina Herrera-Loera.

1. Superintendent/Board Business *(continued)*

MOTION #01-31 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

2. Closed Session

2. 1 Recess to Closed Session

The Board recessed to closed session.

3. RECONVENE TO OPEN SESSION

3.1 Report of Action Taken in Closed Session.

President Linda Chavez said there was a quorum.

President Linda Chavez said there was nothing to report.

4. Adjournment

4.1 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 8:38 p.m.

Respectfully submitted,

Minh Pham, Board Clerk

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 Monday, May 11, 2026, at 6:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #33-25/26

1. OPEN SESSION

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

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 6:30 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President), Minh Pham (Clerk), Corina Herrera-Loera (Member), and Minh Nguyen (Member) *arrived at 6:32pm.*

Administrative and Support Staff Members present were Sandra Garcia (Interim Superintendent), Daniel Burns (Interim Assistant Superintendent of Instructional Services) *Absent*, Teresa DeCelles (Assistant Superintendent, Business Services) *Absent*, Cesar Torrico (Assistant Superintendent, Human Resources) *Absent*, and Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Linda Chavez stated there was a quorum.

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

2.1 Hold Public Hearing at Approximately 6:30 pm regarding the Transition to By-District Area Elections; the Public is invited to a Presentation to be Provided by the District Demographer and to Provide Input Regarding the Compositon to the Districts to be Established by the Board- Sandra Garcia, Interim Superintendent.

President Linda Chavez opened the public hearing at 6:30 pm.

2. Public Hearing (s) And/ Or Special Order of Business *(continued)*

Justin Levitt Vice President of National Demographics Corporation, gave a presentation regarding By District Area Elections

Public Comment:
David Williams (zoom), Natalie Abal (zoom), Chrystine Villarreal (zoom), Delia Oseguera (zoom) and Oscar Quiroz Mendrano.

President Linda Chavez closed the public hearing at 7:23 pm.

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.

President Linda Chavez said there was a quorum.

President Linda Chavez said there were no items to report out.

5. Adjournment

5.1 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 7:52 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk

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, May 14, 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 #28-25/26

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 5:30 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President) *arrived at 5:34pm*, Minh Pham (Clerk), Corina Herrera-Loera (Member), and Minh Nguyen (Member) *arrived at 5:33pm*

Administrative and Support Staff Members present were Sandra Garcia (Interim Superintendent), Daniel Burns, (Interim Superintendent, Instructional Services) *Absent*, 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: Linda Chavez (President) stated there was a quorum.

President Linda Chavez said items 5.1, 10.1, and 7.1 would be moved up on the agenda.

MOTION #01-28 by Clerk Minh Pham to adopt the agenda. MOTION #01-28 was seconded by Member Corina Herrera-Loera.

MOTION #01-28 carried* with a *vote of 3 in favor; no opposition; two absent (Vice President Andrés Quintero and Member Minh Nguyen); and no abstention.

5. Special Presentation/Recognition

5.1 Special Presentation – ARUESD 2026 Classified Employees of the Year

Assistant Superintendent Torrico presented the awards.

10. Instructional Services

10.1 Santa Clara County Alliance of Black Educator's 37th Annual Student Recognition Program

Kathleen Wyatt, Coordinator, Equity and Diversity, presented students with the awards.

7. Public Hearing

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

President Linda Chavez opened the public hearing at 5:54 pm.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:
Female speaker, David Williams, Veronica Talton, Stacey Bennett, and Chrystine Villarreal.

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.

President Linda Chavez said there was a quorum.

Assistant Superintendent Torrico reported the following:

4. RECONVENE TO OPEN SESSION *(continued)*

Item 3.3 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED
On a motion by Trustee, Herrera-Loera seconded by Clerk Pham, the Board, by a unanimous vote, rejected the Tort claim by claimant MM in the amount that exceeds $100,000 and instructed the Superintendent or designee to send notice to the claimant.

Item 3.6 Public Employee Appointment- Assistant Principal of Sheppard Middle School and Adelante Dual Language Academy

On a motion by President Chavez, seconded by Trustee Nguyen, the Board, by a unanimous vote, approved the appointment of Katie Wyatt as the Assistant Principal of Sheppard Middle School for the 2026-2027 school year.

On a motion by Trustee Herrera-Loera seconded by Trustee Nguyen, the Board, by a unanimous vote, approved the appointment of Erika Bair as the Assistant Principal of Adelante for the 2026-2027 school year.

7. Public Hearing

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

President Linda Chavez closed the public hearing at 9:53 pm.

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.

8. Superintendent/Board Business

8.1 Presentation: Immigration Policies and Resources

Sergio Diaz Luna, Chief Communications & Community Engagement, gave a presentation regarding Immigration Policies and Resources.

MOTION #02-28 by Clerk Minh Pham to extend the meeting until 11:59pm. MOTION #02-28 was seconded by Member Corina Herrera-Loera.

MOTION #02-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8. Superintendent/Board Business *(continued)*

8.2 Approve Resolution No. 79 -25/26 Adelante Dual Language Academy

MOTION #03-28 by Clerk Minh Pham to approve the item with the amendment. The Board of Trustees allows the community of the unified Adelante Dual Language Academy the right to choose a new name during the 2026-27 school year that includes the word Adelante, by a vote of the school community, using the process developed by Hubbard Media Arts Academy.MOTION #03-28 was seconded by Member Corina Herrera-Loera.

MOTION #03-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8.3 Approve Resolution No. 81-25/26 Directing the Administration to Negotiate and Present A Three-Year Agreement for Services with City Peace Project.

This item was tabled for the following meeting on May 28, 2026.

9. Bonds/ Facilities

9.1 Approve Bid Np. 2526-Bonds07 Roof Replacement at the former Renaissance at Fischer site.

MOTION #04-28 by Member Corina Herrera-Loera to approve Action Item 9.1 as presented. MOTION #04-28 was seconded by President Linda Chavez.

MOTION #04-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.2 Approve Resolution No. 78-25/26 Supporting Award of Lease – Leaseback Proposal and Approving Lease – Leaseback Agreement for the Construction Services at the Former Renaissance at Fischer Campus.

MOTION #05-28 by Clerk Minh Pham to approve Action Item 9.2 as presented. MOTION #05-28 was seconded by President Linda Chavez.

MOTION #05-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.3 Approve Term Extension to Contract No. BD 269042 for Architectural and Engineering Services Related to the Installation of Kindergarten Permanent Portable Classrooms at the Former Renaissance at Fischer Campus.

9. Bonds/ Facilities *(continued)*

MOTION #06-28 by Member Corina Herrera-Loera to approve Action Item 9.3 as presented. MOTION #06-28 was seconded by Clerk Minh Pham.

MOTION #06-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.4 Approve Term Extension to Contract No. BD 269038 for Architectural and Engineering Services related to the Replacement of the Fire Alarm System at Ocala STEAM Academy.

MOTION #07-28 by Clerk Minh Pham to approve Action Item 9.4 as presented. MOTION #07-28 was seconded by Member Corina Herrera-Loera.

MOTION #07-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.5 Approve Term Extension to Contract No. BD 269039 for Architectural and Engineering Services Related to the Parking Lot Expansion at the Former Renaissance at Fischer Campus.

MOTION #08-28 by Clerk Minh Pham to approve Action Item 9.5 as presented. MOTION #08-28 was seconded by Member Corina Herrera-Loera.

MOTION #08-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.6 Approve CMAS Contract No. 4-24-05-1000 with RJ Commercial Flooring Company for the Purchase and Installation of Flooring Materials at the Former Renaissance at Fischer Campus.

MOTION #09-28 by Clerk Minh Pham to approve Action Item 9.6 as presented. MOTION #09-28 was seconded by Member Corina Herrera-Loera.

MOTION #09-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10. Instructional Services

10.2 Approve School-Sponsored Field Trips.

MOTION #10-28 by Clerk Minh Pham to approve Action Item 10.2 as presented. MOTION #10-28 was seconded by President Linda Chavez.

MOTION #10-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10. Instructional Services *(continued)*

10.3 Student Success Through Targeted Interventions

Kristin Burt, Director of Social & Emotional Learning, and Kiela Jimenez, Director gave a presentation regarding Student Success Through Targeted Interventions.

Public Comment:
Eddie Correra

11. Human Resources

11.1 Approve Resolution #76-25/26 Classified School Employees Week, May 17-23, 2026.

MOTION #11-28 by Vice President Andrés Quintero to approve Action Item 11.1 as presented. MOTION #11-28 was seconded by Clerk Minh Pham.

MOTION #11-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11.2 Resignations

Information Only

11.3 Approve New Job Description – Warehouse Worker II

MOTION #11-28 by Vice President Andrés Quintero to approve Action Item 11.3 as presented. MOTION #11-28 was seconded by Member Corina Herrera-Loera.

MOTION #11-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12. Contracts Over $100,000

12.1 Approve Lozano Smith Contract for the 2026/2027 SY.

MOTION #12-28 by Vice President Andrés Quintero to approve Action Item 12.1 as presented. MOTION #12-28 was seconded by Clerk Minh Pham.

MOTION #12-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12. Contracts Over $100,000 *(contracts)*

12.2 Approve Blancas Construction Contract for the 2025/2026 SY.

MOTION #13-28 by Vice President Andrés Quintero to approve Action Item 12.2 as presented. MOTION #13-28 was seconded by Clerk Minh Pham.

MOTION #13-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12.3 Approve Sunbelt Staffing Contract for the 2026/2027 SY.

MOTION #14-28 by Member Corina Herrera-Loera to approve Action Item 12.3 as presented. MOTION #14-28 was seconded by Clerk Minh Pham.

MOTION #14-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12.4 Approve Pine Health Contract for the 2026/2027 SY.

MOTION #15-28 by Vice President Andrés Quintero to approve Action Item 12.4 as presented. MOTION #15-28 was seconded by Clerk Minh Pham.

MOTION #15-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12.5 Approve Leader Services Contract for the 2026/2027 SY.

MOTION #16-28 by Vice President Andrés Quintero to approve Action Item 12.5 as presented. MOTION #16-28 was seconded by Member Corina Herrera-Loera.

MOTION #16-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

13. Contracts Over $100,000

13.1 Approve the Glen Price services contract for fiscal years 2026-2027 through 2028-2029.

MOTION #17-28 by Vice President Andrés Quintero to approve Action Item 13.1 as presented. MOTION #17-28 was seconded by Member Corina Herrera-Loera.

MOTION #17-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

13. Contracts Over $100,000 *(continued)*

13.2 Approve the Think Together services contract for the 2025/2026 SY.

MOTION #18-28 by Vice President Andrés Quintero to approve Action Item 13.2 as presented. MOTION #18-28 was seconded by Member Corina Herrera-Loera.

MOTION #18-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

13.3 Approve the CDW Government services contract for the 2025/2026 SY.

MOTION #19-28 by Vice President Andrés Quintero to approve Action Item 13.3 as presented. MOTION #19-28 was seconded by Member Corina Herrera-Loera.

MOTION #19-28 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

14. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 14. 1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9 and 14.10.***

MOTION #20-24 by Vice President Andrés Quintero to approve Agenda Item 14. 1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.10 as presented. MOTION #20-24 was seconded by Member Corina Herrera-Loera.

MOTION #24-24 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

8. Superintendent/Board Business

8.3 Approve Resolution No. 81-25/26 Directing the Administration to Negotiate and Present A Three-Year Agreement for Services with City Peace Project.

The Board had a discussion.

15. Future Board Agenda Requests

15.1 Future Board Agenda Requests

16. ADJOURNMENT

16.1 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 11:45 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 Saturday, May 16, 2026, at 11:00 a.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #32-25/26

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 11:00 am, 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) *Absent*, Daniel Burns (Interim Assistant Superintendent of Instructional Services) *Absent,* Teresa DeCelles (Assistant Superintendent, Business Services), Cesar Torrico (Assistant Superintendent, Human Resources) *Absent*, and Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Linda Chavez stated there was a quorum.

2. Closed Session

2. 1 Recess to Closed Session

The Board recessed to closed session.

3. RECONVENE TO OPEN SESSION

3.1 Report of Action Taken in Closed Session.

President Linda Chavez said there was a quorum.

President Linda Chavez said there was nothing to report.

4. Adjournment

4.1 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 8:22 p.m.

Respectfully submitted,

_____

Minh Pham, Board Clerk

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 Wednesday, May 20, 2026, at 6:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #34-25/26

1. OPEN SESSION

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

President Linda Chavez welcomed everyone in the audience. President Linda Chavez called the Board Meeting to order at 6:30 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President), Minh Pham (Clerk), Corina Herrera-Loera (Member), and Minh Nguyen (Member) *arrived at 6:33pm.*

Administrative and Support Staff Members present were Sandra Garcia (Interim Superintendent), Daniel Burns (Interim Assistant Superintendent of Instructional Services) *Absent*, Teresa DeCelles (Assistant Superintendent, Business Services) *Absent*, Cesar Torrico (Assistant Superintendent, Human Resources) *Absent*, and Maribel Carrillo (Sr. Executive Assistant, Superintendent's Office)

Call to order/Roll Call/Pledge of Allegiance: President Linda Chavez stated there was a quorum.

2. Public Hearing

2.1 Hold Public Hearing at Approximately 6:30 pm regarding the Transition to By-District Area Elections; the Public is Invited to Provide Input Regarding the Composition of the Trustee Areas. All draft maps under construction may be viewed on the District's website at: https://arusd.org/by-district -trustee-elections.

President Linda Chavez opened the public hearing at 6:33 pm.

2. Public Hearing (s) And/ Or Special Order of Business *(continued)*

Justin Levitt Vice President of National Demographics Corporation, gave a presentation regarding By District Area Elections

Public Comment:
David Williams, Chrystine Villarreal, Delia Oseguera, Eddie Correa, Michelle, Audrey Quiorz, Valeria, Juan Carlos, Veronica Amador (zoom) and Natalie Abal (zoom).

2.2 Discussion And Action to Select and Propose a By-Trustee Area Election System with Five Single-Member Trustee Areas and a Trustee Area Map for Submission to the Santa Clara County Committee on School District Organization and Adopt Resolution# 82-25/26 Re: Proposing a By-Trustee Area Election System with Five Single-member Trustee Areas, a Trustee Area Map, and a Sequence of Trustee Area Elections for Submission to the Santa Clara County Committee on School District Organization.

MOTION #01-34 by Member Corina Herrera-Loera to approve Map 104.

MOTION #02-34 by Vice President Andrés Quintero to approve Map 111. MOTION #02-34 was seconded by Clerk Minh Pham.

Public Comment:
David Williams, Chrystine Villarreal, Eddie Correa, Delia Oseguera, Natalie Abal (Zoom) and Jessica Gonzalez (Zoom).

MOTION #02-34 carried* with a *vote of 3 in favor; two opposition (Member Corina Herrera-Loera and Member Minh Nguyen); no absent; and no abstention.

2.3 Public Hearing: Hold Public Hearing at Approximately 6:30 P.M. Regarding the Sequencing Elections (i.e. the year, and every four years thereafter, in which each trustee area will appear on the ballot) in the Trustee Areas of the Trustee Area Map Selected by the Board of Trustees for Submission to the Santa Clara County Committee on School District Organization; the Public is Invited to Provide Input Regarding the Sequence of Elections in the New Trustee Areas

President Linda Chavez opened the public hearing at 8:02pm

Counsel Rogelio Ruiz gave a presentation regarding Transition From At-Large To By-District Elections.

2. Public Hearing (s) And/ Or Special Order of Business *(continued)*

2.4 Discussion and Action to Establish the Sequencing of Elections in the Trustee Areas of the Trustee Area Map Adopted by the Board of Trustees for Submission to the Santa Clara County Committee on School District Organization and Include and Incorporate Approved Sequencing in Resolution # 82-25/26 Re: Proposing a By-Trustee Area Election System with Five Single-member Trustee Areas, a Trustee Area Elections for Submission to the Santa Clara County Committee on School District Organization.

MOTION #03-34 by Vice President Andrés Quintero to incorporate as a part of the Resolution No. 82-25/26 that the Sequencing of elections Trustee areas 1, 3 & 5 will be up for election in 2026 and every four years thereafter, Trustees Areas 2 & 4 up for election in 2028 and every four years thereafter, and to incorporate that. MOTION #03-34 was seconded by Clerk Minh Pham.

MOTION #03-34 carried* with a *vote of 3 in favor; two opposition (Member Corina Herrera-Loera and Member Minh Nguyen); no absent; and no abstention.

President Linda Chavez closed both hearings 2.1 and 2.3 at 8:07 pm.

3. Bonds/Facilities

3.1 Approve Facilities Update at the Fischer Site & Presentation

MOTION #04-34 by Vice President Andrés Quintero to amend the current layout. MOTION #04-34 was seconded by Member Corina Herrera-Loera.

Public Comment:
Dominic, Chrystine Villarreal, Delia Oseguera, Eddie Correa, Manuel Ortega and Juanita Villa.

MOTION #04-34 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

4. Adjournment

4.1 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 8:39 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: May 18, 2026

Subject: **Acceptance of Grants/Awards Notification**

Support Information The District has received grants/awards as summarized on the attached sheet dated May 28, 2026.

Fiscal Impact: No

Budget Source: Not Applicable

Recommended Action: Staff recommends that the Board of Trustees accept these grants/awards.

Recommend Approval

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

13.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

GRANTS/AWARDS NOTIFICATIONS

PROJECT NAME	PROJECT AMOUNT	FUNDING AGENCY	COMMENTS
SJ Learns Grant Program	$88,000.00	City of San Jose	The San Jose Public Library Foundation awarded the Alum Rock Union Elementary School District (ARUSD) $88,000.00 to support expanded learning programing during the 2026-2027 school year. This grant will partner with Teach for America Bay Area to deliver a high-impact academic and social-emotional tutoring program that addresses both academic gaps and student belonging through near-peer, small-group tutoring aligned Science for Reading and embedded into the school day.
Santa Clara Valley Open Space Authority Urban Grant Program	$69,951.56	Santa Clara Valley Open Space Authority	The Santa Clara Valley Open Space Authority awarded the Alum Rock Union Elementary School District (ARUSD) $69,951.56 to support in providing high-quality, fully funded field trips and outdoor learning experiences. It will offer students safe access to open spaces, hands-on science learning, and experiences that nurture curiosity, resilience, and well-being.

San José Public Library
Foundation

April 23, 2026

Sandra Garcia
Interim Superintendent
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127

Grant #: SJL-2026-001

Dear Sandra Garcia,

On behalf of the San José Public Library Foundation, I am pleased to inform you that Alum Rock Union School District has been awarded a grant of $88,000.00 to support expanded learning programing during the 2026-2027 academic year (August 1, 2026 – June 30, 2027). Specifically, the grant will support the program outlined in your Grant Application, details for which are included in the attached agreement. We are delighted to support Alum Rock Union School District through the SJ Learns Grant Program, which is made possible by the City of San José.

Please review and sign the enclosed Grant Agreement as soon as possible. After receipt of the duly signed Grant Agreement and confirmation of your organization's payment information, the payment process will be initiated.

The enclosed Grant Agreement will serve as Alum Rock Union School District's contract with the San José Public Library Foundation, detailing the terms for use of grant funds. You may not use the funds in any way other than as described in the grant proposal and agreement unless you receive written permission from us. Please refer to this Grant Agreement for expectations around reporting requirements and other important details.

We are proud to partner with you to provide high-quality expanded learning experiences for the City's youngest students.

Yours sincerely,

Dawn Coppin, PhD
CEO

Enc: Grant Agreement

Emeric Bisbee <emeric.bisbee@arusd.org>

AWARDED - Urban Grant Program 2025-2026: Russo McEntee Academy

Jackie McBride <jmcbride@openspaceauthority.org> Fri, Mar 13, 2026 at 10:47 AM
To: "emeric.bisbee@arusd.org" <emeric.bisbee@arusd.org>, "tanu.kohli@arusd.org" <tanu.kohli@arusd.org>

Dear Russo McEntee Academy,

Congratulations! On behalf of the Santa Clara Valley Open Space Authority, I am pleased to send you official notification that the Authority's Board of Directors has approved a grant to the **Russo McEntee Academy** for **$69,951.56** to fund the **Protect What You Love - Environmental Justice & Sustainability Field Trips Project!** We are really looking forward to working with you on this project.

The next steps are for awardees to obtain a resolution (*template attached – team, can you also send me a copy of your financials to demonstrate that you are a large org with over 10M annually?)* from your governing body, as well as filling out the Award Details form in Wizehive, the grant management website (instructions attached). Please note that we recommend double checking your Organization Profile at this time and updating any emails/titles if project contact information has changed.

In the meantime, I will be creating a draft grant agreement based on your application Goals, Budget, and so forth (the template is attached for review). Once the resolution is in and we have finalized the project description, scope, goals, and budget and confirmed that all elements are up to date and comply with the grant guidelines, we can move ahead to signing the full grant agreement contract. **As a reminder, the grant funds do not cover any expenses incurred before the grant agreement is fully executed (signed by all parties).** This process can take time, but we will work through it as quickly as possible.

I will send details about the grant agreement process separately. Please let me know if you have any questions in the meantime. Additionally, if your project has an urgent start date request, please let us know as soon as possible.

Finally, I will be sending out more information soon about a Grantee Gathering for all recipients (past and present) of the Urban Grant Program. This will be held on Thursday, April 30, 4-5 p.m. at Martial Cottle Park – stay tuned for more info.

I'm excited to work with your team!

Best,

Jackie McBride (she/her)

Community Investment Specialist

408.224.7476 T
Openspaceauthority.org

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: May 18, 2026

Subject: **Acceptance of Donations**

Support Information: The District has received donations as summarized on the sheet dated May 28, 2026

Fiscal Impact: No

Budget Source: Not Applicable

Recommended Action: Staff recommends that the Board of Trustees approve acceptance of these donations.

Recommend Approval

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

13.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Adelante PTA	Field Trip Transportation	$ 240.96	Adelante Dual Language Academy
Painter Parents	Field Trip & Transportation	$ 760.00	Painter Elementary School
Painter Parents	Field Trip (Science Camp)	$ 200.00	Painter Elementary School
Box Tops for Education	Materials & Supplies	$ 00.40	Ryan STEAM Academy

Adelante Dual Language Academy

2999 Ridgemont Avenue, San Jose, CA 95127 Phone: (408) 928-1900 Principal: Victor A. Guendulain Assistant Principal: Belen Taitano

May 8, 2026

To: Honorable Board of Trustees
Alum Rock Union School District
2930 Gay Ave, San Jose CA 95127

Fr: Victor Guendulain, Principal
Adelante Dual Language Academy

Re: Donation

Dear Board Members,

Please accept the following donation check made to Adelante Dual Language Academy from:

Adelante PTA	$240.96	check #2091

The check is a donation to our school from Adelante PTA to cover the cost of a bus for a field trip #3891 & #3895. Thank you in advance for your approval.

Sincerely

Victor Guendulain
Principal

PAINTER ELEMENTARY SCHOOL

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

May 14, 2026

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made to Ben Painter Elementary from:

Cash **$760.00**

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

Please deposit into donation account: 060-9010-0-~~5835~~ 8099-00-1110-1000-000000-160-2110

5/14/26

Sincerely,

Dr. Joseph Manluco
Principal

PAINTER ELEMENTARY SCHOOL

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

April 24, 2026

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation made to Ben Painter Elementary from:

Cash **$200.00**

This donation will be used to pay for 5th graders from Ben Painter to attend Science Camp.

Please deposit into donation account:
060-9010-0-~~5815~~ 8699-00-1110-1000-000000-160-2110

5/13/26

Sincerely,

Dr. Joseph Manluco
Principal

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

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

Date: May 01, 2026

To: Sandra Garcia, Interim 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 Box Tops for Education. The donation is given to help with Student Supplies in the total amount of $0.40. 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

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: May 18, 2026

Subject: **Approval of Fundraising Activities**

Support Information: The District has received fundraising requests as summarized on the attached sheet dated May 28, 2026

Fiscal Impact: No

Budget Source: Not Applicable

Recommended Action: Staff recommends that the Board of Trustees approve acceptance of these fundraising event requests.

Recommend Approval

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

13.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Lyndale Elementary School	After School Sales	ASB	05/21, 05/28, and 06/04/2026
Lyndale Elementary School	World Tour Event	ASB	05/15/2026

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Lyndale ES Date: 5/18/26

Description of Event: Type After School sales Vendor N/A

Purpose for Event: To Raise funds for field trips, Science camp, students activities, etc.

If selling food what are the items: Prepackaged chips, water, juice, popcorn, etc Brand and package size: N/A

Explain how food is handled/stored prior to or day of event: Food will be handled by parents whowill be wearing gloves and/or using serving utensils.

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

Proposed Date(s) of Event: 5/21,5/28, and 6/4, 2026 Time of Event: 2:16-3:16 (minimum day dism.1:15)

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 is required for all events outside the normal school hours.

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 5/18/26
Signature Date

Reviewed by Business Services: _____ Date: 5/18/26

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Lyndale ES Date: 5/11/26

Description of Event: Type World Tour Event Vendor N/A

Purpose for Event: To Raise funds for field trips, Science camp, students activities, etc.

If selling food what are the items: Prepackaged chips, water, juice, popcorn, etc Brand and package size: N/A

Explain how food is handled/stored prior to or day of event: Food will be handled by parents whowill be wearing gloves and/or using serving utensils.

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

Proposed Date(s) of Event: 5/15,2026 Time of Event: Evening 4:00PM-7:00 PM

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: _____ 5/18/26
Signature Date

Reviewed by Business Services: Maria Nieto Date: 5/18/26

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

13.5

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 28, 2026

Subject: **Approve/Ratify Notices of Employment and Changes of Status/May 28, 2026**

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

Fiscal Impact: No

Budget Source: None

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

Recommend Approval

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

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

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

13.5
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CLASSIFIED PERSONNEL – May 28, 2026

CLASSIFIED OFFERS OF EMPLOYMENT:

I. Retirement:

1.	Judy L Martinez	Bus Driver/Transportation	07/15/2026

II. Termination – Probationary Period:

1.	Quezadas, Leilani Olivia	Child Nutrition Assistant I/Hubbard	06/05/2026

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
May 28, 2026

CERTIFICATED OFFER OF EMPLOYMENT:

I. **Contracts:**

1.	Pateras, Christian	Project Intern/BONDS Department	05/29/2026-08/18/2026
2.	Plares, Eli	Summer Jazz Instructor/V.A.P.A. Program	06/10/2026-07/17/2027

CERTIFICATED CHANGES OF STATUS:

II. **Provisional Internship Permit for the 2026/27 School Year:**

1.	Tran, Phuong	Teacher, Multiple Subject

III. **Certificated Administrative Changes:**

1.	Guendulain, Victor	Principal/Adelante Dual Language Academy	07/01/2026
2.	Taitano, Maria B	Assistant Principal/Adelane Dual Language Academy	07/01/2026

13.6

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 28, 2026

Subject: **Approve AREA, CSEA and Teamsters Calendars for 2026-2027.**

Support Information: District administration met with AREA, CSEA and Teamsters, to develop coordinated calendars for the 2026-2027 school year.

Fiscal Impact: No

Budget Source: None

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the 2026 – 2027 calendars.

Recommend Approval

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

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

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

13.6
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AREA 2026-2027 DRAFT

JULY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

7/3 Fourth of July

AUGUST

M	T	W	TH	F
3	4	5	6 ★	7 ●
10 ✦	11 ✦	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

9/7 Labor Day

OCTOBER

M	T	W	TH	F
			1	2
5*	6*	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

10/5-6 Fall Break

NOVEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23*	24*	25*	26	27
30				

11/11 Veteran's Day

11/26 Thanksgiving Day

DECEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23*	24	25
28*	29*	30*	31	

12/25 Christmas Day

JANUARY

M	T	W	TH	F
				1
4 ●	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1/1 New Year's Day

1/18 MLK

FEBRUARY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16*	17*	18*	19
22	23	24	25	26

2/15 President's Day

MARCH

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3/31 TBD Holiday

APRIL

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19*	20*	21*	22*	23*
26	27	28	29	30

4/19-23 Spring Break

MAY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

5/31 Memorial Day

JUNE

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

6/18 Juneteenth

	Legal Holiday
	Local Holiday
*	Students Not In Attendance
	Starting/Ending Dates for Students

✦	Mandatory Teacher Work Days
★	New Teacher Institute
●	Teacher PD Days
180	Student Instructional Days
184	Teacher Work Days

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

TEAMSTERS 2026-2027 DRAFT 04/07/2026

JULY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

7/3 Fourth of July

AUGUST

M	T	W	TH	F
3	4	5 ♦	6	7
10	11 ★	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

9/7 Labor Day

OCTOBER

M	T	W	TH	F
			1	2
5 NWD	6 NWD	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

10/5-6 non work days for 9.5/10 month

NOVEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23*	24*	25*	26	27
30				

11/11 Veteran's Day

11/26 Thanksgiving Day

DECEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23*	24	25
28	29	30	31	

12/25 Christmas Day

Legal Holiday

Local Holiday

* Students Not in Attendance

Starting/Ending Dates for Students

JANUARY

M	T	W	TH	F
				1
4 NWD	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1/1 New Year's Day

1/4 non work days for 9.5/10 month

1/18 MLK

FEBRUARY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16*	17*	18*	19
22	23	24	25	26

2/15 President's Day

MARCH

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3/31 Farmworkers Day (Observed)

APRIL

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19*	20 NWD	21 NWD	22 NWD	23 NWD
26	27	28	29	30

4/19-4/23 Spring Break

4/21-23 non-work days for 9.5/10 month

MAY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

5/31 Memorial Day

JUNE

M	T	W	TH	F
	1	2	3	4 ✦
7 ♦	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

6/18 Juneteenth

✦ 1st & Last Day for CNA I (180 Days)

★ 1st & Last Day for CNA II (181 Days)

♦ 1st & Last Day for Bus Drivers (186 Days)

Board Approval: June 12, 2025

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

CSEA 2026-2027 DRAFT

JULY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24 ✦
27	28	29	30 ★	31 ♦

7/3 Fourth of July

7/31 Admin Asst Training

AUGUST

M	T	W	TH	F
3 ♦	4	5	6	7
10	11 ●	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

8/3 Office Asst Training

8/11 Para In-service

SEPTEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

9/7 Labor Day

OCTOBER

M	T	W	TH	F
			1	2
5 NWD	6 NWD	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

10/5-6 non work days for 9.5/10 month

NOVEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23*	24*	25*	26	27
30				

11/11 Veteran's Day

11/26 Thanksgiving Day

DECEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23*	24	25
28	29	30	31	

12/25 Christmas Day

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

JANUARY

M	T	W	TH	F
				1
4 NWD	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1/1 New Year's Day

1/4 non work days for 9.5/10 month

1/18 MLK

FEBRUARY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16*	17*	18*	19
22	23	24	25	26

2/15 President's Day

MARCH

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3/31 TBD Holiday

APRIL

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19*	20*	21 NWD	22 NWD	23 NWD
26	27	28	29	30

4/19-4/23 Spring Break

4/21-23 non-work days for 9.5/10 month

MAY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

5/31 Memorial Day

JUNE

M	T	W	TH	F
	1	2	3	4
7	8	9 ✦ ★	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

6/18 Juneteenth

✦ 1st & Last Day for School Admin. Asst.'s

★ 1st & Last Day for School Office Asst.'s

♦ Clerical In-service

● Paraeducator In-Service / 1st Day

Board Approval:

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: May 28, 2026

Subject: **Approve Management Calendars for 2026-2027.**

Support Information: Attached are Management/Confidential, Supervisory, Occupational Therapist-Management, Behavior Intervention Supervisory and SLS Supervisory calendars for the 2026-2027 school year.

Fiscal Impact: No

Budget Source: None

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the 2026 – 2027 calendar.

Recommend Approval

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

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

To the Board of Trustees: Meeting: May 28, 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: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

MANAGEMENT-CONFIDENTIAL 2026-2027 DRAFT

JULY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

7/3 Fourth of July

AUGUST

M	T	W	TH	F
3	4	5	6 ★	7
10 ✦	11 ✦	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

9/7Labor Day

OCTOBER

M	T	W	TH	F
			1	2
5*	6*	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23*	24*	25*	26	27
30				

11/11 Veteran's Day

11/26 Thanksgiving Day

DECEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23*	24	25
28*	29*	30*	31	

12/25 Christmas Day

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

JANUARY

M	T	W	TH	F
				1
4*	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1/1 New Year's Day

1/18 MLK

FEBRUARY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16*	17*	18*	19
22	23	24	25	26

2/15 President's Day

MARCH

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3/31 TBD Holiday

APRIL

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19*	20*	21*	22*	23*
26	27	28	29	30

4/19-23 Spring Break

MAY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

5/31 Memorial Day

JUNE

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

6/18 Juneteenth

✦ Mandatory Teacher Work Days

★ New Teacher Institute

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SUPERVISORY (10MO) 2026-2027 DRAFT

JULY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

7/3 Fourth of July

AUGUST

M	T	W	TH	F
3	4	5	6 ★	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

9/7 Labor Day

OCTOBER

M	T	W	TH	F
			1	2
5 NWD	6 NWD	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

10/5-6 non work days for 9.5/10 month

NOVEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23*	24*	25*	26	27
30				

11/11 Veteran's Day

11/26 Thanksgiving Day

DECEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23*	24	25
28*	29*	30*	31	

12/25 Christmas Day

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

JANUARY

M	T	W	TH	F
				1
4 NWD	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1/1 New Year's Day

1/18 MLK

FEBRUARY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16*	17*	18*	19
22	23	24	25	26

2/15 President's Day

MARCH

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3/31 TBD Holiday

APRIL

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22 NWD	23 NWD
26	27	28	29	30

4/19-23 Spring Break

4/22-23 non-work days

MAY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

5/31 Memorial Day

JUNE

M	T	W	TH	F
	1	2	3	4
7 ★	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

6/18 Juneteenth

★ 1st & Last Day for Kitchen/Satellite Supervisors (185 Days)

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SLS SUPERVISORY 2026-2027 DRAFT

JULY — 2

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30 ◆	31

7/3 Fourth of Jul

AUGUST — 21

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER — 21

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

9/7 Labor Day

OCTOBER — 20

M	T	W	TH	F
			1	2
5 NWD	6 NWD	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

10/5-6 non work day for 10 month

NOVEMBER — 15 / 3

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23*	24*	25*	26	27
30				

11/11 Veteran's Day

11/26 Thanksgiving Day

DECEMBER — 14 / 6

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23*	24	25
28*	29*	30*	31	

12/25 Christmas Day

JANUARY — 18

M	T	W	TH	F
				1
4 NWD	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1/1 New Year's Day

1/18 MLK

FEBRUARY — 15 / 3

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16*	17*	18*	19
22	23	24	25	26

2/15 President's Day

MARCH — 22

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3/31 TBD Holiday

APRIL — 17 / 3

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19*	20*	21*	22 NWD	23 NWD
26	27	28	29	30

4/19-23 Spring Break

4/22-23 non-work days

MAY — 20

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

5/31 Memorial Day

JUNE — 14

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21 ◆	22	23	24	25
28	29	30		

6/18 Juneteenth

- Legal Holiday
- Local Holiday
- * Students Not In Attendance
- Starting/Ending Dates for Students

◆ 1st & Last day for SLS Supervisors (199 Days)

WORK DAYS	199
NON DUTY	15
HOLIDAYS	14
	228

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

OCCUPATIONAL THERAPIST - MANAGEMENT 2026-2027 DRAFT

JULY — 9

M	T	W	TH	F
		1 +	2	3
6	7	8	9	10
13	14 +	15	16	17
20	21	22	23	24
27	28	29	30	31

7/3 Fourth of July

AUGUST — 15

M	T	W	TH	F
3	4	5	6	7
10	11 +	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER — 21

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

9/7Labor Day

OCTOBER — 20 | 2

M	T	W	TH	F
			1	2
5*	6*	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER — 15 | 3

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23*	24*	25*	26	27
30				

11/11 Veteran's Day

11/26 Thanksgiving

DECEMBER — 14 | 6

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23*	24	25*
28*	29*	30*	31	

12/25 Christmas Day

JANUARY — 18 | 1

M	T	W	TH	F
				1
4*	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1/1 New Year's Day

1/18 MLK

FEBRUARY — 15 | 3

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16*	17*	18*	19
22	23	24	25	26

2/15 President's Day

MARCH — 22

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3/31 TBD Holiday

APRIL — 17 | 5

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19*	20*	21*	22*	23*
26	27	28	29	30

4/19-23 Spring Break

MAY — 20

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

5/31 Memorial Day

JUNE — 16

M	T	W	TH	F
	1	2	3	4 +
7	8	9	10	11
14 +	15	16	17	18
21	22	23	24	25
28	29	30 +		

6/18 Juneteenth

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

+ 1st & Last Day for Occupational Therapist (202 days)

WORK DAYS	202
NON DUTY	20
HOLIDAYS	15
	237

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BEHAVIOR INTERVENTION SUPERVISORY 2026 - 2027

DRAFT

JULY — 9

M	T	W	TH	F
		1 ★	2	3
6	7	8	9	10
13	14 ★	15	16	17
20	21	22	23	24
27	28	29	30	31

7/3 Fourth of Jul

AUGUST — 15

M	T	W	TH	F
3	4	5	6	7
10	11 ★	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER — 21

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

9/7 Labor Day

9/30 non work day for 10 month

OCTOBER — 20

M	T	W	TH	F
			1	2
5 NWD	6 NWD	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

10/1 non work day for 10 month

NOVEMBER — 15 — 3

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23*	24*	25*	26	27
30				

11/11 Veteran's Day

11/26 Thanksgiving Day

DECEMBER — 14 — 6

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23*	24	25
28*	29*	30*	31	

12/25 Christmas Day

JANUARY — 18

M	T	W	TH	F
				1
4 NWD	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1/1 New Year's Day

1/18 MLK

FEBRUARY — 15 — 3

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16*	17*	18*	19
22	23	24	25	26

2/16 President's Day

MARCH — 22

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3/31 TBD Holiday

APRIL — 17 — 3

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22 NWD	23 NWD
26	27	28	29	30

4/19-23 Spring Break

4/22-23 non-work days

MAY — 20

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

5/31 Memorial Day

JUNE — 16

M	T	W	TH	F
	1	2	3	4 ★
7	8	9	10	11
14 ★	15	16	17	18
21	22	23	24	25
28	29	30		

6/18 Juneteenth

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

★ 1st & Last day for Behavior Intervention Supervisors (202 Days)/ Occupational Therapist (202 Days)

WORK DAYS	202
NON DUTY	15
HOLIDAYS	15
	232

13.8

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 28, 2026

Subject: **Approve Unrepresented Calendar for 2026-2027.**

Support Information: Attached is the Unrepresented (Wellness Center Specialist) Calendar for the 2026-2027 school year.

Fiscal Impact: No

Budget Source: None

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the 2026 – 2027 calendar.

Recommend Approval

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

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

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

13.8
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

WELLNESS CENTER SITE SPECIALIST 2026-2027 DRAFT

JULY — 2

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30 +	31

7/3 Fourth of Ju

AUGUST — 21

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER — 21

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

9/1 Labor Day

OCTOBER — 22

M	T	W	TH	F
			1	2
5*	6*	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER — 18

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

11/11 Veteran's Day

11/26 Thanksgiving Day

DECEMBER — 16

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21*	22*	23	24	25
28	29	30	31	

12/25 Christmas Day

JANUARY — 19

M	T	W	TH	F
				1
4*	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1/1 New Year's Day

1/18 MLK

FEBRUARY — 18

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16*	17*	18*	19
22	23	24	25	26

2/15 President's Day

MARCH — 22

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3/31 TBD Holiday

APRIL — 22

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19*	20*	21*	22*	23*
26	27	28	29	30

4/19-23 Spring Break

MAY — 20

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

5/31 Memorial Day

JUNE — 21

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30 +		

6/18 Juneteenth

	Legal Holiday
	Local Holiday
*	Students Not In Attendance
	Starting/Ending Dates for Students

+	1st & Last Day for Wellness Center Site Specialist

WORK DAYS	222
HOLIDAYS	17
	239

Board Approval: Pending Board Approval

13.9

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 28, 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 May 28, 2026.

Fiscal Impact: Yes

Budget Source: Restricted or General

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.

Recommend Approval

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

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

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

13.9
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

MEMORANDUM(S) OF UNDERSTANDING

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Early Learning Dr. Dianna Ballesteros	05/29/2026- 06/30/2027	San Jose State University	No Cost	Continuation of services with San Jose State University (SJSU) and the TK/K-SJSU Teacher Residency Consortium under two TK-K Implementation and Expansion Grant MOU Addendum. The consortium offers a residency program as a collaborative partnership among: Mount Pleasant Elementary School District (MPESD)(Lead LEA), Alum Rock Union Elementary School District (ARUESD), and other partner school districts. This will extend the funding timeline through 2027 and modifies the invoicing procedures between SJSU, MPESD, and ARUESD. Funding: Not Applicable
Purchasing Minh Tang	07/01/2026- 06/30/2027	Santa Clara County Office of Education (Walden West)	Master - $550.00-900.00 per Student, Teacher or Aid	Contract Extension: POCO to include Lyndale. SCCOE will provide outdoor education to any ARUSD school site wishing to participate in the Walden West outdoor science program. Funding: General or Restricted
Student Support Service Dr. Kiela Jimenez	07/01/2026- 06/30/2031	San Jose Evergreen Community College District- San Jose City College	No Cost	San Jose City College & ARUSD will provide concurrent enrollment opportunities & informational meetings about college for ARUSD middle school students Funding: Not Applicable

MEMORANDUM(S) OF UNDERSTANDING

Student Support Service Dr. Kiela Jimenez	08/1/2025- 06/30/2028	Santa Clara County Office of Education	No Cost	This agreement outlines the responsibilities and commitments of each Party regarding the participation in the SCCOE Student Data Warehouse and its corresponding systems. This MOU includes a data sharing agreement that is a national standard ("CA-NDPA"). Funding: Not Applicable
Student Support Services Dr. Kiela Jimenez	07/01/2026- 06/30/2027	Teach for America (Ignite)	$88,000.00	Ignite will partner with the school by training, supporting, and compensating a designated Ignite Site Leader to ensure successful program integration, curriculum implementation, and fellow support on campus. Funding: Restricted

Docusign Envelope ID: 688CAB0F-5199-8009-81EF-9AE7D267429E

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 010553

Early Learning (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

Address: One Washington Square City: San Jose State: CA Zip: 95192

Phone: ( ) Email: maria.munoz@sjsu.edu

SSN: _____ Fed I.D. #: 77-0414438

CONTRACT TERM: start dates May 29, 2026 end date June 30, 2027

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)
Continuation of services with San Jose State University (SJSU) and the TK/K-SJSU Teacher Residency Consortium under two TK-K Implementation and Expansion Grant MOU Addendum. The consortium offers a residency program as a collaborative partnership among: Mount Pleasant Elementary School District (MPESD)(Lead LEA), Alum Rock Union Elementary School District (ARUESD), and other partner school districts. This will extend the funding timeline through 2027 and modifies the invoicing procedures between SJSU, MPESD, and ARUESD.

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:** $At not cost to the district, stipends/salary for student residents and Mentor Teachers funded by EETD Grant.

Describe other related costs: This is funded through the TK-K Implentation and Expansion Grant/EETD/Capacity Grant

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
120	6054	0	5815	00	0001	1000	000050	065	6054	Grant Funded	Initial LS / Initial RG

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Dr. Dianna Ballesteros Signed by: DFB029E5DE95431... Date: 5/5/2026

Director of Fiscal Services: Rachelle Guitteau Signed by: 4CB5FDD2011C461... Date: 5/6/2026

Asst. Supt., of Business Services: Teresa Deulles Signed by: 6D1F8078C2524DD... Date: 5/6/2026

Superintendent: _____ Date: _____

MEMORANDUM OF UNDERSTANDING

between

SAN JOSÉ STATE UNIVERSITY and the TK-K Implementation and Expansion Grant Consortium Districts

This Memorandum of Understanding is entered into by and between the State of California through the Trustees of the California State University on behalf of

San José State University

and

Mount Pleasant Elementary School District,
Alum Rock Union School District,
Campbell Union School District
Evergreen School District,
and Berryessa Union School District

and is effective as of **June 1, 2023**.

RECITALS

1. The California Commission on Teacher Credentialing (the "Commission" or "CCTC") sets standards for educator preparation for the public schools of California and the licensing and credentialing of professional educators in the State of California.

2. San José State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373(c). The University's Department of Teacher Education currently offers the Multiple Subject Credential for individuals who want to teach students across grades TK to 8, as well as the Single Subject credential for secondary teaching. A PK-3rd grade credential is under development, offered as a collaboration between the departments of Teacher Education, Special Education, and Child and Adolescent Development. The TK Residency program and the anticipated PK-3 credential share a focus on developmentally supportive, culturally sustaining, and inclusive teaching of young children at the start of their formal education years. Both the Multiple Subjects and PK-3 credentials can be earned alongside a Bilingual authorization. We anticipate that the TK Residency program will initially center on the Multiple Subjects credential, with a shift to the PK-3 credential pending approval.

3. A teacher residency allows an individual ("Resident") to complete the field-component of their preparation program while placed in a public school setting in one or more classrooms for the entire school year (e.g., August-June). Residency programs are a

partnership between the Commission-approved program sponsor and the partner School or District that hosts the Resident. The supervision and support of the Resident is a joint responsibility between the Commission-approved program and the employer. Both are equally responsible for ensuring that the Resident receives the required support and supervision. This Memorandum of Understanding formally establishes a relationship between the parties who agree to coordinate their work, allocate resources appropriately, and share responsibility with each other to meet Commission preparation standards.

4. The TK/K-SJSU Teacher Residency Consortium offers a residency program as a collaborative partnership among the following partners: Mount Pleasant Elementary School District (Lead LEA), Alum Rock, Evergreen, Berryessa, and Campbell school districts, and San José State University.

The University and the District agree as follows:

1. SHARED RESPONSIBILITIES

Both University and District are equally responsible for assuring the following occur:

A. Counsel the resident and develop a plan to complete the requirements to earn a credential in the specified content or specialty area(s). University, the District, and the Resident shall concur on the program planned. Each is responsible for the timely and proper progress of the plan. Inform the resident of responsibilities related to funding and service obligations to the district.
B. Identify the individual(s) and the roles/responsibility related to:
    a. Weekly lesson planning
    b. Coaching within the classroom
    c. Problem-solving regarding students
    d. Curriculum, and
    e. Teaching
C. Establish the process for communication between the principal or evaluator, or other District designee and the University Advisor.
D. Place the Resident in a co-teaching Mentor's classroom at least half time (totaling no less than 600 hours*) for the duration of the School or District's school year (e.g., August-June), including support/mentoring and supervision, such as coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
    a. *When the PK-3 credential program is implemented, the total number of hours and their distribution over the school year will be revisited, given the differences in fieldwork requirements for Multiple Subjects and PK-3 credentials.
E. Ensure that the resident completes two solo weeks (full days for 5 consecutive days) each semester in the mentor's classroom.

F. Support scheduling of observations (in the fall semester and in January of the placement year) beyond the mentor teacher's classroom at the placement school or across the district to ensure that the residents have opportunities to observe and/or co-teach across grade levels and student demographic contexts.
G. Provide content specific coaching.
H. Collaboratively plan induction support for residents who have completed the program.

2. UNIVERSITY'S RESPONSIBILITIES

A. University is responsible for ensuring that the Resident in their program is supervised and there is adequate support.
B. Provide the Resident with a minimum one hundred twenty (120)-hour pre service component that develops requisite knowledge and skills prior to entering the classroom in a sustained, intensive, and classroom-focused manner.
C. Assign a qualified University Supervisor who has expertise in the following: (i) current public school policies; (ii) knowledge of and experience with prioritized practices for secondary or elementary subject areas; (iii) the ability to model best professional practices in teaching and learning; (iv) knowledge of diverse abilities, cultural, language, ethnic, and gender diversity; and (v) the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
D. Articulate specific responsibilities of University Supervisor including allocation of time/frequency of observations and/or coaching.
E. Provide a University Advisor during the extent of the residency and monitor the successful completion of all requirements during the residency period.
F. Provide professional development seminars each semester for co-teaching Mentors and University Supervisors.
G. Receive, complete, and review the resident assessment forms at the end of each semester.
H. Provide information and paperwork for the process to apply for the appropriate credential, i.e., Multiple Subject, and/or Single Subject (through the SJSU Credential office).
I. Provide University supervision for at least 16 hours each semester of the one-year residency program in the form of a supervision class.
J. Teach courses in the Resident's credential program and ensure all courses are available for Residents.
K. Ensure that Residents are advised about which courses to take each semester.
L. Ensure coursework is aligned to the needs of teachers and students in the District, including use of district-adopted curriculum materials and shared instructional practices.
M. Provide professional development for Mentors on mentoring, co-teaching, and instructional practices prioritized by the Program Management Team and professional development working group.
N. Ensure teacher residents complete the CalTPA;
O. Provide a University Supervisor for each Resident.
P. Conduct classroom observations of Residents.

Q. Recommend Residents for the appropriate credential upon satisfactory completion of all requirements.

3. DISTRICT'S RESPONSIBILITIES
   A. Ensure each hosted resident signs district agreement forms related to funding support and service obligations to the district.
   B. Ensure that schools in which Residents will be mentored provide high-quality learning experiences in a supportive work environment.
   C. Ensure that Residents engage in all aspects of the learning community, including district- and site-level professional development that occurs immediately before and during the school year, committee meetings, staff meetings, and out-of-classroom assignments.
   D. Facilitate each Resident's obtaining a substitute teaching permit in the District. With the mutual agreement of the Resident, Mentor, University Supervisor, and site administrator (e.g., Principal), a Resident may substitute outside of their placement classroom.
   E. Provide induction support to residents who complete the program.
   F. Provide fiscal management of grant and matching funds, if any, that support the Residency Program.
   G. Ensure that the Resident is supported and there is adequate supervision.
   H. Assign a Mentor who has a valid corresponding Multiple Subjects Credential (and, in some cases, Bilingual authorization), and three years of successful teaching experience.
   I. Designate protected time for the Resident to meet with/work with the Mentor and any other support personnel within the school day including clearly defined expectations for type/frequency of support.
   J. Ensure that Mentor attends any Professional Development or other training or meetings for Mentors in the Residency program.
   K. Evaluate the Mentor, subject to the terms and conditions of any collective bargaining agreement to which the District is a party.
   L. Facilitate (e.g., by hiring a substitute teacher) and ensure the Mentor's participation in residency-program professional development activities as specified each year by the Program Management Team and professional development working group.

4. TK-K TEACHER RESIDENCY CONSORTIUM RESPONSIBILITIES
   A. Governance:
      a. Participate in a Consortium Program Management Team which functions as the operational governing body for the Residency Program and facilitates planning, design, and implementation of all key activities, instruments, processes, and systems. The Program Management team will be composed of members from the participating Districts, SJSU leadership, and any additional partner organization(s).
      b. Participate in the consortium's Mentor Working Groups related to professional development, coaching and feedback for Residents and Mentors.
         i. Future working groups (or, sub-committees) may be formed, as needed, to support recruitment and selection of Residents and Mentors; cohort activities (e.g. role-alike meetings); curriculum, instruction and assessment alignment; and formative evaluation and assessment.
   B. Support and implement activities articulated in the CTC funded implementation grant,

including distribution of funds for designated purposes, assigned time of staff, participation in working groups, etc.

C. Collaboratively plan resident and mentor professional development events throughout the residency year.
D. Provide priority hiring interviews to Residents ; if possible prior to the county office job fair.
E. For residents who successfully complete the program, consortium districts agree to interview and potentially hire residents hosted by other consortium member districts if there are no openings in the host district.
F. Planning for Sustainability:
    a. Engage district leadership, including those with fiscal responsibilities in identifying federal, state and local funding streams that can be used to support residents and mentors in the future.
    b. Pilot use of federal, state, and district funds to support residents with income during the residency (e.g., to substitute teach and/or work as instructional aides or other paraprofessional educator roles)
G. Data Collection:
    a. Collect, share among partners, and analyze assessment and evaluation data related to the Residency Program including but not limited to resident retention, induction and placement data; and district teacher hiring and retention data as required by the CTC.
    b. Collect, share among partners and analyze assessment and evaluation data focusing on continual improvement for Residents, Mentors, District students, and all other aspects of the Residency Program.
    c. Provide district demographic, staffing and fiscal information as needed for grant applications and grant management.
    d. Track and report on grant and matching funds, if any, that support the Residency Program.

5. STATUS OF UNIVERSITY AND DISTRICT

A. The University represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

B. The District represents and warrants that it (1) has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

5. INSURANCE

The District shall provide both general liability insurance and workers compensation insurance for any University students participating in the Residency Program.

6. INDEMNIFICATION

A. The District agrees to indemnify, defend, and hold harmless the University and its

affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the District's negligence, or in proportion to the District's comparative fault.

B. The University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault.

7. TERM AND TERMINATION

A. This Agreement shall be effective as of the date first written above and shall remain in effect for three years from the Effective Date (the "Initial Term"). This Agreement shall expire at the end of the Initial Term.

B. This Agreement may be terminated at any time without penalty by written agreement or upon 30 days advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to students then participating in the Residency Program, until the Residents complete their training for the semester in which termination occurs.

8. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

D. Entire Agreement. This Agreement, including any attached exhibits or agreements referenced in Sections I.A, is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

E. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service

without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by the University, its officers or employees.

F. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

G. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.

H. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties.

I. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

J. Notices. Notices required under this Agreement shall be sent to the parties by mail, postage prepaid, at the addresses set forth below (or authenticated online):

TO UNIVERSITY:

One Washington Square
San Jose State University
San Jose, CA 95192-0074
Attn: Maria Munoz, maria.munoz@sjsu.edu
Lurie College of Education

TO DISTRICT:

Mount Pleasant Elementary School District
3434 Marten Ave.
San Jose, 95148
Attn: Elida MacArthur, Superintendent, emacarthur@mpesd.org

TO DISTRICT:

Alum Rock Union School District
2930 Gay Ave.
San Jose, CA 95127
Attn:Hilaria Bauer, Superintendent,
hilaria.bauer@arusd.org

TO DISTRICT:

Campbell Union School District
155 N. Third Street
Campbell, CA 95008

Attn: Shelly Viramontez, Superintendent,
sviramontez@campbellusd.org

TO DISTRICT:

Evergreen Elementary School District
3188 Quimby Road
San Jose, CA 95148
Attn: Deborah Ashmore, Assistant Superintendent,
dashmore@eesd.org

TO DISTRICT:

Berryessa Union School District
981 Ridder Park Dr.
San Jose, CA 95131-2305
Attn: Ricardo Cabrera, rcabrera@busd.net
Assistant Superintendent of Human Resources

9. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

SAN JOSÉ STATE UNIVERSITY
Office of Contracts & Purchasing Services

By: _____

All signatories:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. PENDING

Original PO Amount $_____ Contract Original Amount: $_____

Vendor Name: SANTA CLARA COUNTY OFFICE OF ED. - WALDEN WEST Vendor No. 10547

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
_____ Increase Amount Line Item No.: _____
_____ Decrease Amount Line Item No.: _____
X Add Line No.: 2
_____ 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 $_____
Change Order #: _____ $_____
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total (including Change Orders) $_____

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
	010	0000	0	5815	00	1110	1000	000000	431	7221	$0 MASTER CONTRACT	

Reason for Adjustment:

To include Lyndale Elementary in the schedule to participate in the Outdoor Science Program for FY 26-27.

School/Dept.: Purchasing Dept. Requested by: Minh Tang

Approval: _____ 5/21/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ 5/21/26 Director of Fiscal Services

_____ 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.)

Santa Clara County Office of Education
Dr. David M. Toston, Sr.
County Superintendent of Schools

DATE: May 8, 2026

TO: Alum Rock Union School District

FROM: Marie Bobias
Director Environmental Education
Santa Clara County Office of Education

SUBJECT: **AMENDED AGREEMENT** between ALUM ROCK UNION SCHOOL DISTRICT and WALDEN WEST OUTDOOR SCHOOL

SEE: Amended List of Schools on Page 10, attached.

- Added Lyndale school, scheduled to attend April 6-9, 2027

If you have questions or concerns, please contact Jacque Baclace in the Walden West office at 408-573-3051 or via email jbaclace@sccoe.org.

County Board of Education: Maimona Afzal Berta, Victoria Chon, Raeena Lari, Jorge Pacheco Jr, Don Rocha, Jessica Speiser, Tara Sreekrishnan
1290 Ridder Park Drive, San José, CA 95131-2304 (408) 453-6500 www.sccoe.org
Transforming Education through Leadership, Service, and Advocacy

Santa Clara County Office of Education

EXHIBIT I

WALDEN WEST OUTDOOR SCIENCE SCHOOL

ATTENDING

SCHOOL NAME(S)	WEEK OF (DATES)	# of DAYS PROGRAM	# of STUDENTS
San Antonio & LUCHA	Jan 12-15, 2027	4	50
Adelante I	Feb 23-26, 2027	4	52
Adelante II	Feb 23-26, 2027	4	30
Linda Vista	May 11-14, 2027	4	75
Ryan STEAM	May 19-21, 2027	4	40
Hubbard	April 20-23, 2027	4	60
Lyndale	April 6-9, 2027	4	40

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

Student Support 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 (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: San Jose Evergreen Community College District - San Jose City College

Address: 2100 Moorpark Avenue City: San Jose State: CA Zip: 95113

Phone: (408) 298 - 2181 Email: Marilyn.Flores@sjcc.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2026 end date June 30, 2031

CONTRACTOR'S OBLIGATION:

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

San Jose City College and ARUSD will provide concurrent enrollment opportunities and informational meetings about college for ARUSD middle school students

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

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	1110	1000	000000	305	7221	0.00	5/20/26
											5/20/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5/20/26

Director of Fiscal Services: _____ Date: 5/20/26

Asst. Supt., of Business Services: _____ Date: 5/21/26

Superintendent: _____ Date: _____

requested by the MS DISTRICT, provided that such coverage is available and authorized under the CC DISTRICT's insurance program. Nothing in this section shall be construed to create an obligation for the CC DISTRICT to acquire or expand insurance coverage beyond what is required under applicable law or district policy absent a prior written agreement executed by authorized representatives of both Parties.

18. NON-DISCRIMINATION

Neither the MS DISTRICT nor the CC DISTRICT shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, marital status, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

19. TERMINATION

Either party may terminate this MOU by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this MOU shall be addressed to the responsible person listed in Section 20 below.

20. NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

CC DISTRICT
San Jose Evergreen Community College
40 South Market Street
San Jose, CA 95113
Attention: Vice Chancellor of Educational Services and Planning, Dr. Jeremy Brown

MS DISTRICT
Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, CA 95127
Attention: Sandra Garcia, Interim Superintendent

21. INTEGRATION

This MOU sets forth the entire understanding between the Parties relating to the subject matter of this MOU. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this MOU.

22. MODIFICATION AND AMENDMENT

MEMORANDUM OF UNDERSTANDING
BETWEEN SAN JOSE EVERGREEN COMMUNITY COLLEGE AND
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2026 – 2031

This Memorandum of Understanding ("MOU") is between San Jose Evergreen Community College ("CC DISTRICT"), 40 South Market Street, San José, CA 95113, and the Alum Rock Union Elementary School District ("MS DISTRICT"), collectively hereinafter referred to as the "Parties."

WHEREAS, the mission of the CC DISTRICT includes providing educational programs and services that are responsive to the needs of the students and communities within the CC DISTRICT; and

WHEREAS, the MS DISTRICT students will benefit from advanced scholastic or vocational work; be provided educational enrichment opportunities, have a smoother transition into college, and greater exposure to the collegiate atmosphere;

WHEREAS, the CC DISTRICT and the MS DISTRICT desire to enter into this MOU for the purpose of providing college credits while completing middle school, to provide college and career exploration to MS DISTRICT students, to expand students' college-level mindset, and prepare for college level work and instruction; and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office ("CCCCO") and the CC DISTRICT;

NOW THEREFORE, the CC DISTRICT and MS DISTRICT agree as follows:

1. TERM OF MOU

1.1 This MOU shall be effective July 1, 2026 and shall remain in effect through June 30, 2031, covering Academic Years 2026-27 through 2030-31, unless terminated earlier in accordance with Section 19. This MOU may be renewed by mutual written agreement of the Parties for up to three (3) additional one-year terms. The Parties may amend this MOU only by a written addendum executed by authorized representatives of both Parties.

1.2 This MOU outlines the terms of the Parties' Understanding. The MOU Appendix ("Appendix") shall specify additional detail regarding the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for middle school pupils to enroll in community college courses. The protocols shall require a participating middle school pupil submit a parental consent form and principal recommendation for the duration of the pupil's participation. (Educ. Code § 48800.)

The principal of a school may recommend a pupil for community college summer session only if the pupil demonstrates adequate preparation in the discipline to be studied and exhausts all opportunities to enroll in an equivalent course, if any, at the pupil's school of attendance.

2. DEFINITIONS

2.1 MOU Courses - Courses offered as part of this MOU shall be advanced scholastic or vocational work.

2.2 Pupil or Student - A resident or nonresident student attending middle school in California. Middle school students may undertake one or more courses of instruction offered at the community college level.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Student Eligibility – Students are eligible to participate once authorized by the governing board of the MS DISTRICT after recommendation of the principal of the pupil's school of attendance and with parental consent.

3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the MOU who have been admitted to the CC DISTRICT and who meet all applicable prerequisites. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the MOU will be determined by the CC DISTRICT and shall be in compliance with applicable law and CC DISTRICT standards and policies.

3.3 College Admission and Registration - Procedures for students participating in the MOU shall be governed by the CC DISTRICT and shall be in compliance with the admissions and registration guidelines set forth in applicable law and CC DISTRICT policy. Decisions regarding scheduling of classes will occur in partnership with the MS DISTRICT and participating middle schools.

3.4 Student Records – The CC DISTRICT shall report the pupil's completed courses and grades received through eTranscript California, also referred to as "eTranscriptCA," for purposes of enabling the uniform integration of the pupil's completed courses and grades received.

3.5 In accordance with the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations (34 C.F.R. Part 99), the CC DISTRICT will not disclose personally identifiable information from education records of an "eligible student" maintained by the CC DISTRICT to a student's parent(s) or guardian(s) without the eligible student's prior signed and dated written consent specifying the records to be disclosed, the purpose of the disclosure, and the party or class of parties to whom the disclosure may be made, except as permitted by FERPA. The

CC DISTRICT may disclose information to the MS DISTRICT as permitted by FERPA, including disclosures for legitimate educational interests, and records received by the MS DISTRICT may be subject to parent inspection rights at the MS DISTRICT for students under 18.

3.6 Minimum School Day - The MS DISTRICT shall certify that it shall teach MS DISTRICT students participating as part of the MOU no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code Sections 46141 and 46142.

4. DISTRICT APPLICATION PROCEDURE

4.1 The CC DISTRICT will be responsible for processing student applications.

4.2 The CC DISTRICT will provide the necessary admission and registration forms and procedures. MS DISTRICT will ensure that each applicant accepted has met all the enrollment requirements, such as prerequisite courses and other potential program-specific requirements.

4.3 The MS DISTRICT agrees to assist the CC DISTRICT in the admission and registration of MS DISTRICT students as may be necessary and requested by the CC DISTRICT.

4.4 The MS DISTRICT and the CC DISTRICT understand and agree that successful CC DISTRICT admission and registration requires that each participating student has completed the CC DISTRICT enrollment application process.

5. PARTICIPATING STUDENTS

5.1 A middle school student enrolled in a course offered through the MOU shall not be assessed any fee that is prohibited by Education Code Section 49011. (Educ. Code § 49011.)

5.2 The total cost of books and instructional materials for MS DISTRICT students who enroll in a CC DISTRICT course offered as part of this MOU will be specified in the Appendix. Costs will be borne by MS DISTRICT.

5.3 Participating students must meet all CC DISTRICT prerequisite requirements as established by the CC DISTRICT and stated in the college catalog before enrolling in a course offered as part of this MOU.

5.4 Grades earned by students enrolled in courses offered as part of this MOU will also be posted on the official CC DISTRICT transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the CC DISTRICT catalog.

5.5 Students enrolled in courses offered as part of this MOU will be directed to the official catalog of the CC DISTRICT for information regarding applicable policies and procedures.

5.6 Students enrolled in CC DISTRICT courses offered as part of this MOU will be eligible for student support services, which shall be available to them at the CC DISTRICT or through the MS DISTRICT. The CC DISTRICT shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the CC DISTRICT. The MS DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the MS DISTRICT.

5.7 Students who withdraw from courses offered as part of this MOU will not receive CC DISTRICT credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. CC DISTRICT transcripts will be annotated according to CC DISTRICT policy.

5.8 A course dropped within the CC DISTRICT drop "without a W" deadline will not appear on the MS DISTRICT or the CC DISTRICT transcript.

6. MOU COURSES

6.1 OPTION 1 (Closed Section): The CC DISTRICT may limit enrollment in courses offered pursuant to this MOU solely to eligible middle school pupils. The courses may be offered at a middle school campus. Although not open to the general public, the courses will be published in the course schedule.

OPTION 2 (Open Section): Enrollment in courses offered pursuant to this MOU shall be open to any person who has been admitted to the CC DISTRICT and has met any applicable prerequisites. The courses may be held at facilities which are clearly identified as being open to the general public. The CC DISTRICT policy on open enrollment along with a description of the course and information about whether the course is offered for credit and is transferable shall be published in the CC DISTRICT catalogue, schedule of classes, and any addenda to the schedule of classes.

6.2 The CC DISTRICT is responsible for all courses and educational programs offered as part of the MOU regardless of whether the course and educational program is offered on site at the MS DISTRICT or at the CC DISTRICT.

6.3 The scope, nature, time, location, and listing of courses offered by the CC DISTRICT shall be determined by CC DISTRICT with the approval of the Governing Board and will be recorded in the Appendix.

6.4 Courses offered as part of the MOU either at the CC DISTRICT or MS DISTRICT shall be jointly reviewed and approved for inclusion in this program.

6.5 Courses offered as part of this MOU at the MS DISTRICT shall be of the same quality and rigor as those offered on the CC DISTRICT campus and shall be in compliance with CC DISTRICT academic standards.

6.6 Courses offered as part of this MOU at the MS DISTRICT shall be listed in the CC DISTRICT catalog with the same department designations, course descriptions, numbers, titles, and credits.

6.7 Courses offered as part of this MOU at the MS DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated CC DISTRICT academic department.

6.8 Courses offered as part of this MOU and taught by MS DISTRICT instructors are authorized pursuant to this MOU and are subject to CC DISTRICT academic oversight, instructor approval processes, and instructional quality standards. No separate instructional services agreement is required for MS DISTRICT instructors approved to teach under this MOU.

6.9 Courses offered as part of this MOU will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the CC DISTRICT as well as any corresponding policies, practices, and requirements of the MS DISTRICT. In the event of a conflict between the CC DISTRICT course related regulations, policies, procedures, prerequisites and standards MS DISTRICT policies, practices and requirements, the CC DISTRICT regulations, policies, procedures, prerequisites, and standards, shall prevail.

6.10 Site visits and instructor evaluations by one or more representatives of the CC DISTRICT shall be permitted by the MS DISTRICT to ensure that courses offered as part of this MOU in the MS DISTRICT are the same as the courses offered on the CC DISTRICT campus and in compliance with CC DISTRICT academic standards.

6.11 A student's withdrawal shall be in accordance with CC DISTRICT guidelines, policies, pertinent statutes and state regulations.

6.12 Supervision and evaluation of students enrolled in courses offered as part of this MOU shall be in accordance with CC DISTRICT guidelines, policies, pertinent statutes, and state regulations.

6.13 The CC DISTRICT has the sole right to control and direct the instructional activities of all instructors, including those who are MS DISTRICT employees.

7. INSTRUCTOR(S)

7.1 All instructors teaching CC DISTRICT courses offered as part of this MOU must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 of the California Code of Regulations, Sections 53410 and 58060, as amended. MS DISTRICT instructors shall be reviewed and approved by the CC DISTRICT through its established faculty minimum qualifications and equivalency processes prior to assignment. Approved instructors shall teach pursuant to this MOU and under the academic oversight of the CC DISTRICT.The minimum qualifications for instruction are available at: https://www.asccc.org/disciplines-list.

7.2 MS DISTRICT faculty approved to teach college courses under this MOU shall remain employees of the MS DISTRICT, which shall serve as the employer of record. The MS DISTRICT faculty are required to maintain curricular integrity and instructional quality assurance.

7.3 The CC DISTRICT shall pay the MS DISTRICT a stipend of $1,500 per course section per term for instruction provided by qualified K12 faculty. The total stipend per semester, per instructor shall not exceed $6,000. The stipend is paid to the MS DISTRICT, not directly to instructors, and is contingent upon:

7.3.1 Timely submission of the course syllabus, final grades, and participation in academic coordination activities by the instructor; and

7.3.2 Receipt of an invoice from the MS DISTRICT detailing the name(s) of the instructor(s), the name and number of each course section taught, and the final enrollment count at the end of the term.

7.3.3 Verification by the CC DISTRICT that all required submissions have been completed in accordance with College policies and the expectations outlined in this MOU.

7.4 Instructors who teach CC DISTRICT courses offered as part of this MOU must provide the supervision and control that are reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.

7.5 All instructors who teach CC DISTRICT courses shall comply with the fingerprinting requirements set forth in Education Code Sections 45125, 45122.1 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code Section 121525 or as amended. Each Party shall be responsible for ensuring that its respective employees meet all applicable clearance requirements.

Upon request, the CC DISTRICT shall provide written confirmation to the MS DISTRICT that instructors assigned under this MOU have satisfied all applicable

fingerprinting and clearance requirements and are eligible to provide instruction on MS DISTRICT sites. In addition to any other prohibition or provision, no person who is a registered sex offender or who has been convicted of a violent felony or a serious felony, as defined in Education Code section 45122.1, shall be eligible to teach any courses offered as part of this MOU or otherwise provide services on a MS DISTRICT site.

7.6 Prior to teaching, faculty provided by the MS DISTRICT must train and orient themselves regarding, but not limited to, the CC DISTRICT's course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the CC DISTRICT.

7.7 Faculty provided by the MS DISTRICT may participate in professional development activities sponsored by the CC DISTRICT that do not conflict with the MS DISTRICT's normal workday and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.

7.8 The MS DISTRICT faculty are required to ensure alignment between the syllabus and the approved course outline of record, to maintain rigor of course materials, and to evaluate student learning outcomes. The MS DISTRICT shall remain responsible for formal personnel evaluations, supervision, and compliance with relevant employment contracts and collective bargaining agreements.

7.9 MS DISTRICT employees who desire to work directly for the CC DISTRICT at CC DISTRICT locations must separately apply to the CC DISTRICT, and would then be CC DISTRICT employees subject to the applicable collective bargaining agreement for purposes of those CC DISTRICT courses at CC DISTRICT locations. CC DISTRICT employees may teach at the MS DISTRICT when necessary and will be subject to the applicable bargaining agreement.

7.10 The CC DISTRICT shall determine course enrollment caps and subject areas of instruction for all CC DISTRICT courses offered under this MOU, in accordance with CC DISTRICT academic policies, safety considerations, facilities capacity, and applicable collective bargaining agreements.

8. ASSESSMENT OF LEARNING AND CONDUCT

8.1 Students enrolled in CC DISTRICT courses offered as part of this MOU at the MS DISTRICT shall be held to the same standards of achievement as students in courses taught on the CC DISTRICT campus.

8.2 Students enrolled in CC DISTRICT courses offered as part of this MOU at the MS DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the CC DISTRICT campus.

8.3 Students enrolled in CC DISTRICT courses offered as part of this MOU at the MS DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the CC DISTRICT campus.

8.4 Students enrolled in CC DISTRICT courses offered as part of this MOU at the MS DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the CC DISTRICT campus.

8.5 Students enrolled in CC DISTRICT courses offered as part of this MOU at the MS DISTRICT who have approved Section 504 Plans that provide accommodations to the educational environment such as extended time on tests or special seating shall be implemented by the CC DISTRICT upon notice of the accommodations by the MS DISTRICT. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters, shall be provided by the MS DISTRICT.

8.6 The CC District is not responsible for providing K-12 special education services required under an Individualized Education Program (IEP). However, for students enrolled in CC District courses, academic accommodations and access supports required under applicable law (including Section 504 and the ADA) will be addressed in accordance with CC District policies and procedures, based on CC District determination and documentation requirements. The MS District remains responsible for ensuring compliance with K-12 special education requirements.

8.7 The CC DISTRICT and MS DISTRICT shall jointly draft a Notice to Parents that outlines the rights and responsibilities of students participating in the Program, and the respective responsibilities of the CC DISTRICT and MS DISTRICT described in this MOU.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

9.1 The CC DISTRICT shall appoint an educational administrator, to be specified in the Appendix, who will serve as point of contact to facilitate coordination and cooperation between the CC DISTRICT and the MS DISTRICT in conformity with CC DISTRICT policies and standards. Among other things, the CC DISTRICT educational administrator, and the MS DISTRICT educational administrator described in Section 9.2, shall collaborate to determine the process for timely receiving, investigating and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 alleged to have occurred in the program.

9.2 Student misconduct in the college course on the CC DISTRICT campus or MS DISTRICT campuses will be addressed in accordance with the CC DISTRICT Student Code of Conduct. The CC DISTRICT shall report disciplinary issues to the MS DISTRICT. The CC DISTRICT administration may refuse to admit or continue enrollment of students with disciplinary issues.

9.3 The MS DISTRICT shall appoint an educational administrator, to be specified in the Appendix, who will serve as point of contact to facilitate coordination and cooperation between MS DISTRICT and CC DISTRICT in conformity with MS DISTRICT policies and standards.

9.4 The CC DISTRICT will provide MS DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this MOU, including conducting appropriate student assessments, outreach/recruitment activities and compliance with CC DISTRICT policy, procedures and academic standards.

9.5 The MS DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.

9.6 The MS DISTRICT's personnel will perform services specified in Section 9.5 of this MOU as part of their regular assignment. MS DISTRICT personnel performing these services will be employees of MS DISTRICT, subject to the authority of MS DISTRICT, but will also be in alignment with the CC DISTRICT's board and administrative polices, specifically with regard to their duties pertaining to the CC DISTRICT courses.

10. FUNDING

The MS DISTRICT students will be enrolling directly with the CC DISTRICT.

11. CERTIFICATIONS

11.1 The MS DISTRICT agrees and acknowledges that the CC DISTRICT shall include the students enrolled in course(s) under this MOU in its report of full-time equivalent students ("FTES") for purposes of attendance accounting and reporting, consistent with current requirements for special part-time or full-time K-12 students under applicable California law.

The CC DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which the MS DISTRICT has been, or shall be, paid an allowance or apportionment.

The attendance of a K-12 pupil at the CC DISTRICT as a special part-time or full-time student is authorized attendance for which the CC DISTRICT shall be credited or reimbursed pursuant to Education Code Sections 48802 or 76002, provided that no MS DISTRICT has received a state allowance or apportionment for the same instructional activity.

11.2 The CC DISTRICT will complete and submit the Apportionment Attendance Report (CCFS-320), as applicable.

11.3 This MOU certifies that any CC DISTRICT instructor teaching a course on a MS DISTRICT campus has not been convicted of any sex offense as defined in Education Code Section 87010 or as amended, or any controlled substance offense as defined in Education Code Section 87011 or as amended.

11.4 This MOU certifies that current course requirements of elementary and secondary schools will not be reduced. (Educ. Code § 48800.)

11.5 This MOU certifies that the MS DISTRICT and the CC DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching an MOU course offered for middle school credit.

12. PROGRAM IMPROVEMENT

The CC DISTRICT and the MS DISTRICT may annually conduct surveys of participating MS DISTRICT students, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this MOU.

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by the MS DISTRICT for MS DISTRICT students who enroll in a course(s) offered as part of this MOU. Permanent records of student enrollment, grades and achievement for CC DISTRICT students shall be maintained by the CC DISTRICT.

13.2 The MS DISTRICT shall certify that each student interested in participating in is prepared for college level coursework as recommended by the principal of the pupil's school of attendance, with parental consent, and as authorized by the MS DISTRICT's governing board and shall maintain related documentation on file for audit purposes as prescribed by Title 5 of the California Code of Regulations, Section 59026(b). (Educ. Code § 48800.)

13.3 Each party shall maintain records pertaining to this MOU as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. REIMBURSEMENT

The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix.

15. FACILITIES

15.1 The MS DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to the CC DISTRICT or students. The MS DISTRICT agrees to clean, maintain, and safeguard the MS DISTRICT's premises. The MS DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

15.2 The MS DISTRICT will furnish instructional course materials and textbooks for all MS DISTRICT students taking courses pursuant to this MOU. The MS DISTRICT will provide standard MS DISTRICT classroom technology package sufficient to complete classroom instructional tasks. The instructor shall determine the textbooks and instructional materials to be used during each course offered as part of this MOU. The MS DISTRICT understands that no textbook or instructional materials fee may be charged to students except as may be provided for by Education Code Section 49011.

15.3 The CC DISTRICT facilities may be used subject to mutual agreement by the parties as expressed in the Appendix.

16. INDEMNIFICATION

16.1 The MS DISTRICT agrees to and shall indemnify, save and hold harmless the CC DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of MS DISTRICT's performance of this MOU. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the MS DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

16.2 The CC DISTRICT agrees to and shall indemnify, save and hold harmless the MS DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of the CC DISTRICT's performance of this MOU. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the CC DISTRICT its officers, employees, independent contractors, subcontractors, agents and other representatives.

17. INSURANCE

17.1 The MS DISTRICT, in order to protect the CC DISTRICT, its agents, employees and officers, against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this MOU, shall secure and maintain in force during the entire term of this MOU, general liability insurance coverage to include educator's legal liability and Sexual Abuse and Molestation (SAM) coverage in the amount of not less than ONE MILLION DOLLARS ($1,000,000.00) per incident/ $2 Million Aggregate, and property damage insurance of not less than TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the CC DISTRICT, its agents, employees and officers as an additional insured for the purposes of this MOU. A certificate of insurance including such endorsement shall be furnished to the CC DISTRICT.

17.2 For the purpose of Workers' Compensation, the MS DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. The MS DISTRICT shall be solely responsible for providing $1 Million per occurrence, processing, investigating, defending, and paying all workers' compensation claims by their respective MS DISTRICT personnel made in connection with performing services and providing instruction under this MOU. The MS DISTRICT agrees to hold harmless, indemnify, and defend the CC DISTRICT, and its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by MS DISTRICT personnel connected with providing services under this MOU. The MS DISTRICT is not responsible for non-MS DISTRICT personnel who may serve as instructors or students who are not affiliated with the MS DISTRICT.

17.3 The CC DISTRICT shall maintain general liability insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000.00) per incident/ $2 Million Aggregate, and property damage insurance of not less than TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) per accident, including educator's legal liability and Sexual Abuse and Molestation (SAM) coverage, in effect throughout the term of this MOU, in accordance with state law and district insurance practices. CC DISTRICT shall maintain Professional liability at $1 Million per occurrence/$2 Million aggregate, and Auto coverage at no less than $1 Million per occurrence for owned, hired, and non-owned vehicle, $100k/$300k combined. CC District will name as an additional insured, MS DISTRICT, it's officers, employees and volunteers. The Parties may, upon mutual agreement, amend this section via an Addendum to reflect additional coverage types or limits

requested by the MS DISTRICT, provided that such coverage is available and authorized under the CC DISTRICT's insurance program. Nothing in this section shall be construed to create an obligation for the CC DISTRICT to acquire or expand insurance coverage beyond what is required under applicable law or district policy absent a prior written agreement executed by authorized representatives of both Parties.

18. NON-DISCRIMINATION

Neither the MS DISTRICT nor the CC DISTRICT shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, marital status, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

19. TERMINATION

Either party may terminate this MOU by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this MOU shall be addressed to the responsible person listed in Section 20 below.

20. NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

CC DISTRICT
San Jose Evergreen Community College
40 South Market Street
San Jose, CA 95113
Attention: Vice Chancellor of Educational Services and Planning, Dr. Jeremy Brown

MS DISTRICT
Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, CA 95127
Attention: Sandra Garcia, Interim Superintendent

21. INTEGRATION

This MOU sets forth the entire understanding between the Parties relating to the subject matter of this MOU. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this MOU.

22. MODIFICATION AND AMENDMENT

No modifications or amendments of any of the terms or provisions of this MOU shall be binding unless made in writing and signed by the Parties.

23. GOVERNING LAWS

This MOU shall be interpreted according to the laws of the State of California.

24. SEVERABILITY

This MOU shall be considered severable, such that if any provision or part of the MOU is ever held invalid under any law or ruling, that provision or part of the MOU shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

25. COUNTERPARTS

This MOU may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

26. APPROVAL REQUIRED

This MOU is subject to the approval of the Boards of Trustees of both the MS DISTRICT and the CC DISTRICT.

Executed on _____.

By: _____
Alum Rock Union Elementary School District

By: _____
San Jose Evergreen Community College District

Approved Re: Form and Legality

_____
CC DISTRICT Legal Review

APPENDIX

MEMORANDUM OF UNDERSTANDING
BETWEEN SAN JOSE EVERGREEN COMMUNITY COLLEGE AND
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2026 – 2031

WHEREAS, the Memorandum of Understanding ("MOU") is between San Jose Evergreen Community College ("CC DISTRICT"), 40 South Market Street, San Jose, CA 95113, and Alum Rock Union Elementary School District ("MS DISTRICT") and

WHEREAS, the Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for middle school students to enroll in community college courses (Educ. Code § 48800); and

NOW THEREFORE, the CC DISTRICT and MS DISTRICT agree as follows:

1. AGREEMENT

a. The CC DISTRICT and MS DISTRICT shall ensure that a public meeting is held by each party in the review and approval of this MOU.

b. The CC DISTRICT and MS DISTRICT shall review and establish new or amended MOUs annually on or before June 30 and follow the protocols set forth in (a) of this section.

c. The CC DISTRICT and MS DISTRICT point of contact:

LOCATION	NAME	TELEPHONE	EMAIL
CC DISTRICT:	Dr. Jeremy Brown, Vice Chancellor of Educational Services and Planning	408-223-6729	jeremy.brown@sjeccd.edu
MS DISTRICT:			

2. STUDENT SELECTION

a. Minimum School Day - The MS DISTRICT shall certify that it shall teach MS DISTRICT students participating as part of the MOU no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code Sections 46141 and 46142.

b. The MS DISTRICT shall select pupils consistent with Education Code Section 48800, determining which pupils will benefit from advanced scholastic or vocational work upon recommendation of the principal of the pupil's school of attendance, and authorized by the MS DISTRICT'S governing board.

c. The CC DISTRICT and MS DISTRICT shall certify that participating students will have a signed a parental consent form on file with the CC DISTRICT. (Educ. Code § 48800.)

3. MOU PROGRAM(S) AND COURSE(S)

a. The CC DISTRICT is responsible for all educational program(s) and course(s) offered as part of this MOU whether the educational program(s) and course(s) are offered at the MS DISTRICT or the CC DISTRICT.

4. PRIVACY OF STUDENT RECORDS

a. The CC DISTRICT and the MS DISTRICT understand and agree that education records of students enrolled in the MOU course(s) and personally identifiable information contained in those educational records are subject to the FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99), including the disclosure provisions of Section 99.30 and state law as set forth in Education Code Sections 49064 and 49076. The CC DISTRICT and MS DISTRICT agree to hold all student education records generated pursuant to this MOU in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the eligible student's prior written consent, or the parent/guardian's prior written consent when FERPA rights have not transferred. (34 C.F.R. § 99.33 (a), (b) and § 99.34(b); Educ. Code §§ 49064 and 49076.)

b. Limitation on Use. The CC DISTRICT and MS DISTRICT shall use each student education record that he or she may receive pursuant to this MOU solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31 and § 99.34; Educ. Code § 49076.)

c. Recordkeeping Requirements. The CC DISTRICT and MS DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations Section 99.32 and under Education Code Section 49064 as applicable.

d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on the MOU, the CC DISTRICT and MS DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. Section 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the eligible student's prior written consent, or the parent/guardian's prior written consent when FERPA rights have not transferred.

5. FACILITIES USE

a. The CC DISTRICT and MS DISTRICT shall adhere to the terms outlined in Section 15 Facilities, of this MOU.

b. The CC DISTRICT, as part of Section 15 of this MOU, shall extend access and use of the following CC DISTRICT facilities:

BUILDING	CLASSROOM	DAYS	HOURS

6. EMPLOYER OF RECORD:

The MS DISTRICT will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.

7. SCOPE, NATURE, TIME, LOCATION, AND LISTING OF OFFERED COURSES

SITE(S)	COURSE NAME AND NUMBER (SCOPE)	NATURE (CTE, Cal-GETC, Other)	TERM(S)	BOOKS AND SUPPLIES (COST)

8. MINIMUM QUALIFICATIONS

Minimum qualifications must be in accordance with the publication titled "Minimum Qualifications for Faculty and Administrators for the California Community Colleges."

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **Purchasing** Contract No.: _____ Vendor No.: 010547

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

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

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

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

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

Name of Individual/Company: Santa Clara County Office of Education

Address: 1290 RIder Park Drive, MC253 City: San Jose State: CA Zip: 95131

Phone: (408) 453-6728 Email: dwu@sccoe.org

SSN: _____ Fed I.D. #: 77-0272168

CONTRACT TERM: start dates August 1, 2025 end date June 30, 2028

CONTRACTOR'S OBLIGATION:

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

This agreement outlines the responsibilities and committments of each Party regarding the participation in the SCCOE Student Data Warehouse and its corresponding systems. This MOU includes a data sharing agreement that is a national standard ("CA-NDPA").

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/NO FEES, NO CHARGE FOR THESE SERVICES

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	1110	1000	000000	305	7221	NO COST	4/24/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 4/28/26

Director of Fiscal Services: _____ Date: 4/27/2026

Asst. Supt., of Business Services: _____ Date: 4/27/26

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Memorandum of Understanding

between

Santa Clara County Office of Education

and

Alum Rock Union School District

This Memorandum of Understanding ("Agreement") is between Santa Clara County Office of Education ("SCCOE") and Alum Rock Union School District *("LEA"). SCCOE and the LEA can each be referred to individually as the "Party" or collectively as the "Parties" for the purpose of this Agreement.*

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the SCCOE Student Data Warehouse and its corresponding systems. This Agreement includes a data sharing agreement that is a national standard *("CA-NDPA")*. To the extent this Agreement and the CA-NDPA conflict, the CA-NDPA shall control. Attachments B-F to this Agreement contain descriptions of the various offered programs and systems that are made available to LEA by SCCOE. LEA will designate below all systems it will use via this Agreement with any additional service being handled through an amendment to this Agreement:

- ☒ DataZone Student Data Warehouse ("Attachment B")
- ☐ DataZone Analytics ("Attachment C")
- ☒ FosterVision+ Application ("Attachment D")
- ☒ School Linked Services (SLS) Application ("Attachment E")

Via the following connection type ("Attachment F"):

- ☒ SIS Connection
- ☐ SIS File Exchange
- ☐ SIS Limited File Exchange

Please see the respective attachments for additional information on access, data elements, and other pertinent information.

Each attachment designated as applicable above will hereby be incorporated herein by this reference.

2. Goals

- ☒ Improve access to inclusive, equitable, high-quality education.
- ☒ Provide quality support to students, districts, schools, and communities.
- ☒ Be a premier service organization.

3. Responsibilities

3.1. LEA Responsibilities:

3.1.a. LEA agrees to provide and update contact information required in Attachment A, attached hereto and incorporated herein, and provide continuous access to the data necessary to populate the SCCOE data systems.

3.1.b. LEA shall provide system linkages or necessary data extracts from their student information system or other systems in order for the SCCOE to provide services on an agreed-upon or pre-defined schedule between the Parties. Any such schedule agreed upon in writing (including email) between the Parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement. Data extracts will be provided electronically to SCCOE, which will then be responsible for integrating LEA's data into SCCOE's data repositories as needed to perform the required tasks. The data provided by LEA shall include data relevant to the purpose of this Agreement or specific system requirements.

3.1.c LEA will be responsible for all items delineated in the *"LEA Responsibilities"* section of the applicable attachment exhibits (as delineated in Section 1, above), which are hereby incorporated herein by this reference.

3.2. SCCOE Responsibilities:

3.2.a. SCCOE will provide any services it delivers in a timely and professional manner. SCCOE, to the extent possible, will assist with streamlining any processes required for the exchange of data between SCCOE and other public agencies. Further, SCCOE will ensure that any systems it develops with such data to serve the needs of LEA or other public agencies will have appropriate levels of security to ensure data available can only be viewed or accessed by Parties legally allowed to do so, and as agreed upon by LEA.

3.2.b. SCCOE agrees to be responsible for ensuring data access is restricted only to those legally allowed to see the relevant sets of data.

3.2.c SCCOE will be responsible for all items delineated in the *"SCCOE Responsibilities"* section of the applicable attachment exhibits (as delineated in Section 1, above), which are hereby incorporated herein by this reference.

3.3. Shared Responsibilities:

3.3.a. SCCOE and LEA are entering into this Agreement in order to facilitate mutual sharing of data, and integration between data management systems, as appropriate, to better serve children and youth, to co-create a data infrastructure to promote racial equity and the public good, to improve efficiencies and effectiveness, and to reduce costs for both Parties.

3.3.b. SCCOE and LEA enter into this Agreement to facilitate the mutual sharing of data between public agencies, and to establish responsibilities between the Parties with respect to the sharing of data through the SCCOE's centralized data warehouse for purposes of improving services and implementing policies to improve educational outcomes for students within the County of Santa Clara.

3.3.c. SCCOE and LEA agree that LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter LEA's source data and is not responsible for any errors therein. LEA understands that though SCCOE may notify it of issues it discovers with the source data, LEA is responsible for any corrections required to its own data. LEA acknowledges that accurate reports rely upon accurate source data being maintained by LEA. Each Party owns or controls its data systems and the work generated by such systems.

3.3.d. In order to support the well-being of students through the use of data, the Parties are committed to using data appropriately while maintaining data security, privacy, and confidentiality.

3.3.e Both Parties will be responsible for all items delineated in the *"Shared Responsibilities"* section of the applicable attachment exhibits (as delineated in Section 1, above), which are hereby incorporated herein by this reference.

3.4. Delivery of Services and Use of Resources:

LEA agrees to contribute student personally identifiable information *("PII")* to the following applications maintained by SCCOE:

- ☒ DataZone Student Data Warehouse ("Attachment B")
- ☐ DataZone Analytics ("Attachment C")
- ☒ FosterVision+ Application ("Attachment D")
- ☒ School Linked Services (SLS) Application ("Attachment E")

Via the following connection type ("Attachment F"):

- ☒ SIS Connection
- ☐ SIS File Exchange
- ☐ SIS Limited File Exchange

Please see the respective attachments for additional information on access, data elements, and other pertinent information.

4. Duration of Agreement

This Agreement begins on 08/01/2025 and ends on 06/30/2028 unless otherwise terminated pursuant to Section 7. There shall be no extension of the Term of this Agreement without the express written consent of all Parties. In no event shall the term of this Agreement exceed three (3) years.

5. Articulation of Monies/Compensation

- ☐ See Billing & Implementation Schedule in "DataZone- Analytics" Attachment C
- ☒ There will be no charge for these services. An invoice showing a zero balance will be issued to each LEA each year for tracking and reporting purposes.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

- ☒ Yes, Data sharing agreement/form attached (CA-NDPA)
- ☐ No

Data will be retained in compliance with applicable federal and state law.

7. Termination

Either LEA or SCCOE may terminate this Agreement with or without cause upon 90 days' advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates

and supersedes all other agreements, covenants, and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and LEA be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations of a Party hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo: LEA shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

8.8. Independent Contractor Status: Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. Neither Party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either Party except those expressly granted herein.

8.9. Confidential Information and Student Privacy: The Parties shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all information received in the course of performing or receiving any and all services pursuant to this Agreement, including but not limited to all student information and records, whether disclosed verbally, identified as confidential or proprietary at the time of disclosure, or that should have reasonably determined to be confidential based on the nature of the information and/or the circumstances of its disclosure. The Parties shall not use such confidential information for any purpose other than carrying out the obligations under this Agreement. The Parties shall comply with all applicable federal, state, and local laws concerning the maintenance and disclosure of student records, including but not limited to the Family Educational Rights and Privacy Act *("FERPA")* and maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information, including but not limited to student names and other identifying information. The Parties shall not use such student information for any purpose other than carrying out the obligations under this Agreement. The requirement to maintain confidentiality shall extend beyond the termination of this Agreement

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers,

employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the Party's behalf, including, as applicable, the Party's governing board, Superintendent, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

Santa Clara County Office of Education:

By: _____
Signature of Authorized SCCOE Official

Name: David Wu

Title: Head of Technology

Date: _____

Address: 1290 Ridder Park Drive, MC 253,
San Jose, CA 95131

Phone: (408) 453-6728

Email: dwu@sccoe.org

Alum Rock Union School District

By: _____
Signature of Authorized LEA Official

Name: Sandra Garcia

Title: Interim Superintendent

Date: _____

Address: 2930 Gay Ave
San Jose, CA 95127

Phone: (408) 928-6822

Email: sandra.garcia@arusd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

Docusign Envelope ID: 63A1022D-FA63-80F4-838A-176301A1325A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

Student Support 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:

- [x] **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.

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

Name of Individual/Company: Teach for America (Ignite)

Address: 25 Broadway, 12th Floor City: New York State: NY Zip: 10004

Phone: (800) 832-1230 Email: _____

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.)

Ignite will partner with the school by training, supporting, and compensating a designated Ignite Site Leader to ensure successful program integration, curriculum implementation, and fellow support on campus. Ignite will also collaborate with the school to develop

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:** $ Grant funded $88,000.00

Describe other related costs: _____

BUDGET CODE: 060-9010-0-5815-00-1110-1000-000000-305-2109 5/11/26
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____
Director of Fiscal Services: _____ Date: 5/12/26
Asst. Supt., of Business Services: _____ Date: 5/12/26
Superintendent: _____ Date: _____

TEACH FOR AMERICA EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT for IGNITE TUTORING PROGRAM

This educational professional services agreement ("Agreement") is dated July 1, 2026 and is entered into between TEACH FOR AMERICA, INC., a non-profit with a regional office located at 1400 Parkmoor Ave and Alum Rock Union School District, ("School Partner") (each individually "a Party" and collectively "the Parties").

RECITALS

WHEREAS, Teach For America-Ignite, a core program of Teach For America, ("Teach For America" or "Ignite") supports and accelerates student academic learning through virtual high-dosage tutoring leveraging research-based best practices as defined by the National Student Support Accelerator. Ignite recruits, selects, and trains individuals committed to enhancing student achievement by serving as tutors in classrooms across the United States.

WHEREAS, Alum Rock Union School District seeks to support student learning and development in the classroom.

NOW THEREFORE, School Partner and Ignite agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. FELLOW RECRUITMENT, SELECTION AND PLACEMENT:

Teach For America - Ignite Responsibilities:

A. Ignite Fellow Recruitment and Selection.

Teach For America–Ignite will recruit, select, and present to the School Partner for placement Ignite tutors ("Fellows") with a broad range of academic majors and diverse

backgrounds from Colleges and Universities across the United States. After a rigorous selection process, these individuals are selected to join the Ignite Program and are placed to tutor with Partners. After placement, Fellows will lead small group learning with student groups in a virtual setting.

B. Background Checks. Prior to placement as a fellow, Ignite, in partnership with a leading background check vendor, shall facilitate a screening process for all individual Ignite fellows. Ignite commits that its screening process shall include, but is not limited to, background checks including Social Security Number, County Criminal Records, National Sex Offender and National Criminal Database searches. Ignite fellows must successfully clear each background check prior to tutoring any student with a School Partner. (See Attachment 1 incorporated herein).

C. Training and Ongoing Support. Ignite commits to providing comprehensive live and asynchronous training in advance of placement with the School Partner. Said training topics shall include professional expectations, tutoring pedagogy and fostering belonging and engagement. In addition, Ignite will provide fellows access to resources, continued guidance, and collaboration spaces for the purpose of ensuring that the Ignite fellows are equipped to support academic goals for students.

School Partner Responsibilities

A. Placement of Fellows. School Partner agrees to place fellows identified by Ignite and assign them to lead small group learning with 2-3 students on an agreed upon schedule.

II. PROGRAMMATIC ENGAGEMENT

Teach For America-Ignite Responsibilities

A. Ignite Site Leader. Ignite will engage School Partner's Ignite Site Leader, a school-based employee, to support the Ignite programmatic integration and support of fellows at the school site.

i. Ignite commits to training and supporting the Ignite Site Leader, including providing them with comprehensive asynchronous and live training, access to collaboration spaces and resources to implement school-based curricula for the Ignite program.

ii. In addition, Ignite will provide individualized guidance to Site Leaders to enable them to meet the responsibilities identified in the Ignite Site Leader Agreement.

iii. Ignite Site Leaders shall receive a financial award as outlined in said Agreement.

B. Programmatic Support. Ignite shall work with the School Partner to develop and implement a customized vision for impact and strategy that accelerates learning goals identified by the school.

i. Ignite shall provide training, guidance, resources, and support to the Ignite Site Leader in customizing school-based curriculum and assessments for tutoring sessions in alignment with the school's learning objectives and goals.

ii. Ignite will provide training, guidance, resources, and support the Ignite Site Leader in planning and implementing program logistics that work with the school partner's schedule, staffing model, and space.

iii. Ignite will provide an interactive virtual learning platform for tutoring sessions with students to maximize student outcomes and streamline program integration.

iv. Ignite will provide pre- and post-surveys for Ignite Site Leaders, Ignite fellows and students to understand programmatic impact to student achievement and inform program improvements.

School Partner Responsibilities

A. Ignite Site Leader and Staffing.

i. School Partner agrees to identify school-based staff for engagement as Ignite Site Leader(s) to partner with Ignite for implementation of the Ignite program at the school's site.

1. Ignite Site Leaders will be the primary liaison with the Teach For America-Ignite Fellowship team.
2. Ignite Site Leaders will work virtually with a designated number of fellows <no less than 10 per semester> with the responsibility of providing fellows with program lesson plans and materials.
3. Ignite Site Leaders shall be responsible for finalizing student rosters for tutoring each semester and ensuring that students and parents have updated consents and required documentation, when applicable.
4. Ignite Site Leaders shall be a full-time employee of School Partner and nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Ignite and any individual Ignite Site Leader.

ii. The principal/school leader commits to meeting with Teach For America-Ignite staff and the Ignite Site Leader(s) for evaluative conversations and review on Ignite programmatic implementation and student outcomes.

iii. The School Partner site shall have identified staff to support students' technological and logistical needs during tutoring sessions; as well as staff to manage technology set-up and/or other technology needs.

B. Programming. School Partner commits to working with Teach For America Ignite to determine the strategic academic focus area for high-impact tutoring with students during the semester.

As part of the program structure to enable effective engagement School Partner shall:

i. Scheduling: During the school day; provide a consistent weekly schedule at least three (3) days per week; sessions allotting 30-60 minutes for a total duration of at least two hours of tutoring per week.

ii. Students: Identify and select a group of student participants, and match Ignite fellows to student groups of 2-3 students (minimum of 2 students) partnered with each Ignite fellow.

iii. Technical Equipment: Ensure access to individual electronic devices for each student participant as well as strong internet connection for students and fellow interaction. In addition, provide students with workable headphones and microphones for connection to electronic devices.

iv. Space: Provide a relatively quiet space for students to engage in virtual Ignite sessions.

II. DATA SHARING ACKNOWLEDGEMENT

Data Sharing Acknowledgement

In its partnership with the Ignite program, School Partner/District will disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Such data shall be shared to further support student achievement in the program and to understand Ignite Fellowship impact for students.

Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), in the course of providing programming, Teach For America has a legitimate educational interest in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).

A. Teach For America agrees to comply with applicable provisions of FERPA, including but not limited to use, maintain and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement for the purposes for which such disclosure was authorized and/or otherwise authorized by the School District or by law. The student data shall be used only for conducting studies and to assist with the design, evaluation, delivery, and instruction; assisting in the services or functions for which School Partner would otherwise use their employees. Further, if applicable, Teach For America agrees to use, maintain, and redisclose Student Records

as otherwise authorized and in compliance with the student data privacy requirements contained in the Data Sharing Agreement, incorporated hereto and attached as **<Addendum A>** to this Agreement and only for the purposes for which such disclosure was authorized. Student Records include but are not limited to:

i. District or school-assigned Student ID number

ii. Student email addresses

iii. Student grade level and Ignite subject area

iv. Interim Assessment Data (Beginning of Year, Mid-Year, End of Year) (including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available).

B. Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the professional development and data services storage/platform as provided in 34 C.F.R. §99.33(b), provided that Teach For America shall, in advance, provide the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.

C. School Partner/District authorizes and supports Teach For America and Ignite Site Leader(s) to administer two student surveys (pre- and post-) each semester to all students participating in the Ignite program ("Ignite Student Survey Data").

i. Ignite Site Leader(s) will receive a unique link or access code for student survey administration through the Qualtrics Survey Administration Tool, or other applicable survey tool; links and/or individual access codes will be shared with students and responses will be kept confidential and stored on secure servers.

ii. Access to Ignite Student Survey Data will be limited solely to Teach For America staff members, Ignite Site Leader(s) and school leaders for ongoing program improvement and development.

iii. No identifiable student information will be reported and all data will be reported in the aggregate.

iv. Teach For America agrees that the Ignite Student Survey Data may not be loaned, used or otherwise conveyed to anyone other than internal staff and current and future Ignite Site Leader(s), unless otherwise agreed to by the Parties.

D. Consistent with FERPA, the School Partner agrees that Teach For America may retain and use aggregate, de-identified Student Record Data and aggregate, de-identified Ignite Student Survey Data (collectively, the "Aggregate Student Data") to drive programmatic impact, including but not limited to, developing training; improvement of services; sharing programmatic impact, and other identified program strategies ("Additional Uses"). Teach For America will not externally share or publish conclusions from any analyses that identify the School Partner without the prior consent of the School Partner.

III. GENERAL PROVISIONS

A. Fees-for-Service.

i. School Partner shall pay Teach For America an agreed upon payment (as determined below) to defray expenses Teach For America incurred in recruitment, selection, onboarding, and ongoing development services. All payments for fees shall be in the form of a check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.

ii. School Partner shall pay to Teach For America a flat fee of **$88,000** for the 2026-2027 academic year.

B. Non-refund. Teach For America shall have no obligation to refund to School Partner any amount paid by School Partner after the school has been invoiced for each semester.

C. Invoicing and Payment. Ignite shall invoice School Partner for all amounts due hereunder with respect to any semester within thirty (30) days of the start of the semester, provided that Teach For America's failure to timely do so, will not

constitute a waiver of any of Teach For America's rights or constitute a breach by Teach For America.

D. Term. The term of this Agreement will cover all fellows with the School Partner during the 2026-2027, academic years. This Agreement begins July 1, 2026 and will expire on the last school day of the 2026-2027 academic year.

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

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

ii. unilaterally by either party upon written notice thirty (30) days prior to the start of the semester; or

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

F. Survivability and Effect of Termination. In the event of the expiration or termination of this Agreement, this agreement shall become void. In addition, Sections III.G and IIII.H shall survive the expiration or termination of this Agreement indefinitely. Ignite will be entitled to all outstanding amounts due up to the date of expiration or termination.

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

H. Limitation of Liability. Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection to this Agreement, except for a

Loss resulting from willful misconduct or gross negligence on the part of such Party; provided that in no event any such liability be in excess of the aggregate amount of the value of this Agreement. To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party with respect to Losses asserted after 6 months of the expiration or termination of this Agreement, whichever is earliest.

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

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

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

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

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

SCHOOL PARTNER

Name: _____
Title: _____
Address: _____
Email: _____

TEACH FOR AMERICA - IGNITE

Name: Beatrice Viramontes
Title: Executive Director
Address: 1400 Parkmoor Ave
San Jose, Ca 95126
Email: beatrice.viramontes@teachforamerica.org

With an electronic copy to:

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

**Send only notices related to breach of contract and indemnity.*

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

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

Alum Rock Union School District	**Teach For America, Inc.**
By:	By:
Name: Sandra Garcia	Name: Beatrice Viramontes
Address: Interim Superintendent	Title: Executive Director
2930 Gay Ave. San Jose, CA 95127	1400 Parkmoor Ave Address: San Jose, CA 95126

13.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 28, 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

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.

Recommend Approval

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

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

To the Board of Trustees:

13.10
Agenda Placement

Meeting: May 28, 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
May 28, 2026 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Lyndale E.S. Jaqueline Montejano	06/05/2026-0605/2026	Bubblemania & Company	$275.00	Bubblemania and Company will provide a performance that combines magic and bubbles to create an entertaining experience for young children with autism in Susan Hamada's class. It will allow for sensory exploration, fine motor skills and science fun in an enjoyable and hands-on way. Funding: Restricted
McCollam E.S. Linda Diaz-Sepulveda	05/29/2026-05/29/2026	ASJ INC, Fun Services	$2,549.05	Fun Services will be responsible for the game setup and breakdown at McCollam Elementary for the carnival event held on May 29, 2026. Six carnival games will be provided along with the proper equipment. Funding: Restricted
M.O.T. Eric Wasinger	05/15/2026-06/30/2026	Western Site Services	$14,000.00	Ratify - Western Site Services will provide on-site weekly pumping services at Painter School while the restroom trailers are being used Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

M.O.T. Eric Wasinger	07/01/2026- 06/30/2027	Liquidity Services DBA: Gov Deals	No Cost	Liquidity Services Operations LLC DBA GovDeals will provide services maintaining and operation an Online Auction System so that the District can post surplus assets, excluding land and building, for sale for potential buyers to bid on. Funding: Not Applicable
M.O.T. Eric Wasinger	05/29/2026- 06/30/2026	RJ Commercial Flooring Company	$20,076.00	Removal and Replacement of the flooring in the Music Room and Room 11, at Renaissance at Fischer. Funding: Restricted
Special Education Anthony Colonna	07/01/2026- 06/30/2027	Alette Brooks DBA: Autism Workshop	$10,000.00	Alette Brooks will provide teacher/staff consultation and group workshops on recommended practices in the education of students within the Alum Rock District with autism spectrum disorder. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	07/01/2026- 06/30/2027	Panorama Education Inc.	$49,000.00	Panorama will provide district-wide climate and social-emotional learning surveys to ARUSD students, families and staff. Staff training, reports and professional development tools are also included. Funding: Restricted & General

Docusign Envelope ID: 08007 9FA-0F9A-8D94-83CC-7737CDF077D5

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Lyndale ES (School/Dept.) VENDOR NO. 301555

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: Bubblemania and Company

Address: 12405 Venice Blvd. # 384 City: Los Angeles, State: CA Zip: 90066

Phone: (310) 446-6115 Email Address: bubblemania87@gmail.com

SSN: _____ or Fed I.D. #: 01-0929534

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on June 5, 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").

Bubblemania and Company will provide a performance that combines magic and bubbles to create an entertaining experience for the young TK children with Autism in Ms. Susan Hamada's Class for an hour. This will be both, indoor and out door activity.

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:** $275.00 (describe rate agreement) 1 Hour show.

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	030	2127	$275.00	5/4/26

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

Bubblemania and Company Scope of Work:

Bubblemania and company will provide a performance that combines magic and bubbles to create an entertaining experience for young child with autism in the Alum Rock School District. The Program will serve one class of PREK children with autism approximately 10 children. It will allow for sensory exploration, fine motor skills and science fun in an enjoyable and hands-on way. It will be both an indoor and outdoor activity. It is an exciting and playful activity that will capture the imagination of the children. The program costs will be paid for by a grant.

Indoor and Outdoor Bubbles - $275.00

Joseph Ferri

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: McCollam Elementary School (School/Dept.) VENDOR NO. 011889

Submitted by: Linda Diaz-Sepulveda

[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: ASJ Inc, Fun Services

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

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

SSN: _____ or Fed I.D. #: 68-0366879

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 29, 20 26, and will diligently perform as required and complete performance by May 29, 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").

Fun Services will be responsible for the game setup and breakdown at McCollam Elementary for the carnival event held on May 29, 2026. Six carnival games will be provided along with the proper equipment.

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:** $2,549.05 (describe rate agreement) Check payment will be made on day of event, May 29

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	040	2110	$2,549.05	

5/12/26

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

Fun Services
1262A Lawrence Station Road
Sunnyvale, CA 94089
408 745-1976

Invoice

Date	Invoice #
5/6/2026	25320

Bill To	Ship To
McCollam Elementary PTO 3311 Lucian Avenue San Jose, CA 95127	

P.O. No.	Terms	Rep	Ship Date	Ship Via
	Net 30	JL	5/29/2026	Fun Services

Quantity	Description	Rate	Amount
1	Fun Fair Package #2- Assorted Prizes, Snow Cone Cups	550.00	550.00T
1	Fun Fair Package #2- Barrier Booths, Carnival Games, Kick N' Soccer, Warriors Corn Hole, Giant Connect 4, Giant Jenga, Snow Cone Machine, Snow Cone Tray, Snow Cone Syrup	1,445.00	1,445.00
2	Carnival Game- Premium, Upgrade	15.00	30.00
7	Table- 6'	9.75	68.25
1	Set-up/teardown	100.00	100.00
1	Delivery, Pickup	200.00	200.00T
1	3% Service Fee- Living Wage, Insurance Costs	73.45	73.45T

Subtotal	$2,466.70
Sales Tax (10.0%)	$82.35
Total	$2,549.05
Payments/Credits	$0.00
Balance Due	$2,549.05

PLEASE REMIT PAYMENT TO:

FUN SERVICES
1262A LAWRENCE STA. RD.
SUNNYVALE, CA 94089

www.FunServicesBayArea.com

Docusign Envelope ID: ED4F9051-CEE9-8EDA-8305-76E757EE75C6

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T. - Maintenance (School/Dept.) VENDOR NO. 301021

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: Western Site Services, LLC

Address: 1860 S. 7th Street City: San Jose State: CA Zip: 95112 Phone:

(408) 298-4545 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 15, 2026, and will diligently perform as required and complete performance by June 30, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

Western Site Services will provide on-site weekly pumping services at Painter School while the restroom trailers are being used.

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:** $14,000.00 (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
140	0000	0	5815	00	0000	8100	000000	450	8131	$14,000.00	M.D 5/15/26

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

Western Site Services
1860 S. 7th Street
San Jose, CA 95112
(408) 298-4545
westernsiteservices@gmail.com

Estimate # **E1802**

Estimate Date **May 7, 2026**

Estimate To:

Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Estimate Amount **$1,674.80**

Customer ID	Estimate Owner	PO Number	Expiration Date
C138	Jonathan Khan	---	---

Site: N/A

Line #	Service	Tax Code	Rate	Qty.	Amount
1	Service Weekly Service â€" $395 per unit, per service		$395.00	4	$1,580.00
2	6% Fuel Surcharge (6%) 6% Fuel Surcharge		$94.80	1	$94.80
			Estimate Subtotal		$1,674.80
			Tax (01) - San Jose 2026 - 10%		$0.00
			Estimate Total		$1,674.80

- Prices are Subject to Change
- The validity period for the estimates is 15 days.
- Cancellations within 48 hours of delivery date will be charged $250.

Thank you for Supporting Woman Owned Businesses!

Thank you!

Review your estimate online, view Terms & Conditions, and approve online. Approve Estimate

Docusign Envelope ID: 37363CB2-59A1-8DB8-826E-C21266DEEC1C

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: M.O.T. - Maintenance (School/Dept.) VENDOR NO. 301023

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: Liquidity Services Operations, LLC dba GovDeals

Address: 6931 Arlington Road, Suite 460 City: Bethesda State: MD Zip: 20814

Phone: (909) 238-1067 Email Address: sdalrymple@govdeals.com

SSN: _____ or Fed I.D. #: 52-2293687

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, 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").

Liquidity Services Operations will maintain and operate an Online auction system so that the district can post surplus assets, excluding lands and buildings, for sale for potential buyers to bind on.

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:** $00.00 (describe rate agreement) Multi-Year Service Contracts:

1st Year $00.00 (2026-2027) 2nd Year $00.00 (2027-2028) and 3rd Year $00.00 (2028-2029).

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
050	8150	0	5815	00	0000	8100	000000	450	8130	$00.00	5/19/26

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

GovDeals
A Liquidity Services Marketplace

Liquidity Services Operations LLC dba GovDeals
6931 Arlington Rd., Ste.460, Bethesda, MD 20814
800-613-0156 | vendor@govdeals.com
www.GovDeals.com

Self-Directed Scope of Work for Alum Rock Union School District, CA

GovDeals is the largest online marketplace providing government-specific auction services. The platform is designed to be user-friendly, with 650+ categories of items ranging from real estate and industrial equipment to motor vehicles, heavy machinery, and office supplies, making it easy for potential buyers to find what they are looking for.

Virtual or on-site a la carte options are provided in addition to all self-directed services. These services can include:

- Onsite cataloging
- Assisted auction listing creation
- Buyer communication

The following services are included at no extra charge:

- Comprehensive marketing
- Dedicated support team
- SAM tool
- FSS

Fees:

- 0% Seller Premium/12.5% Buyer's Premium (can vary based on larger assets)
- Additional fees based on services/frequency required to be agreed upon prior to listing

Docusign Envelope ID: 755BEA61-88CC-837B-8214-38CDFCDD17ED

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: **RJ Commercial Flooring Company**

VENDOR NO: 301010

ADDRESS: **1016 Reno Avenue, Suite A, Modesto, CA 95351**

TELEPHONE NUMBER: **(209) 408-0198**

FAX NUMBER: **(209) 571-5056**

TAX ID NUMBER: **45-4855810**

E-Mail: tyler@rj-inc.com

BOARD APPROVAL DATE: May 28, 2026

CONTRACT TERM FROM: May 29, 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: **Removal and replacement of the flooring in the Music Room and Room 11, at Renaissance at Fischer.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
140	0000	0	5815	00	0000	8100	000000	450	8131	$20,076.00

Program Manager/Principal _____ **Date:** 5-20-2026

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 5/21/26
Accountant

Director of Fiscal Services _____ **Date:** 5/21/26

Asst Supt, Bus Services _____ **Date:** 5/21/26

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: $20,076.00** (NTE) FY: **2025-2026**

1016 Reno Ave
Modesto, CA 95351
Tel: (209) 408-0198
Fax: (209) 571-5056
CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL

CUSTOMER: Eric Wasinger
COMPANY: Alum Rock Union ESD
ADDRESS: 28888 Ocala Ave
San Jose, CA 95127
TELEPHONE: 408.928.6987

DATE: May 15, 2026
PROJECT: **Fischer MS - Music Rm**
LOCATION: 1720 Hopkins Drive
San Jose, CA 95127

We herewith submit proposal for labor and materials to be supplied at the request of above party and at premises set forth above.

AREA INCLUDED IN BID:

1. Music Room

SCOPE OF WORK:

1. Remove and dispose of existing flooring.
2. Prepare floor as needed for new flooring products.
3. Furnish and install Tarkett Powerbond Cushion RS, style: ColorMap, color: Landing Zone.
4. Furnish and install Tarkett Powerbond Cushion RS, style: Abrasive Action, color: Charcoal.
5. Furnish and install Roppe 4" cove base, color: Charcoal.

EXCLUSIONS:

1. Non-standard work hours (beyond 5am - 5pm, Monday - Friday)
2. Furniture and equipment moving.
3. Borders, inlays, logos, or custom designs.
4. Moisture testing and treatment.
5. Removal of materials containing asbestos or lead.
6. Final cleaning, wax or sealers, and protection of stored or installed products.

Total Materials, Freight, Sales Tax and Installation Labor: **$ 9,911.00**

NOTES:

1. Freight charges are included in price unless specifically noted above.
2. Terms are net 30 days. Deposit or progress payment may required for materials.
3. The prices listed on this proposal are valid for a period of 3 months.
4. If this proposal is accepted, please sign below and submit a signed purchase order.
5. All required Certified Payroll Reporting documents are available upon request.
6. Payment or performance bonds are not included in price unless specifically noted above.
7. Unless itemized on this proposal, RJ inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.
8. RJ inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete.
9. If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.
10. Labor is based on prevailing wages.

SUBMITTED BY *Alan Strazicich*
Alan Strazicich

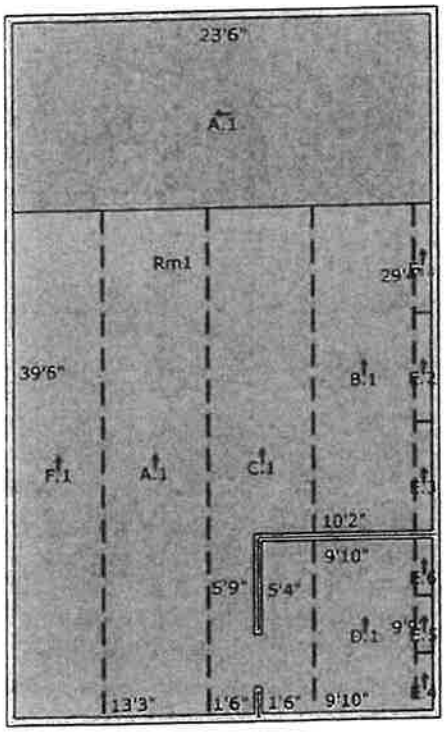
TEL: (510)299-6625
FAX: (209) 571-5056

PRINT NAME ERIC WASINGER
TITLE SENIOR EXEC of Bonds MOT

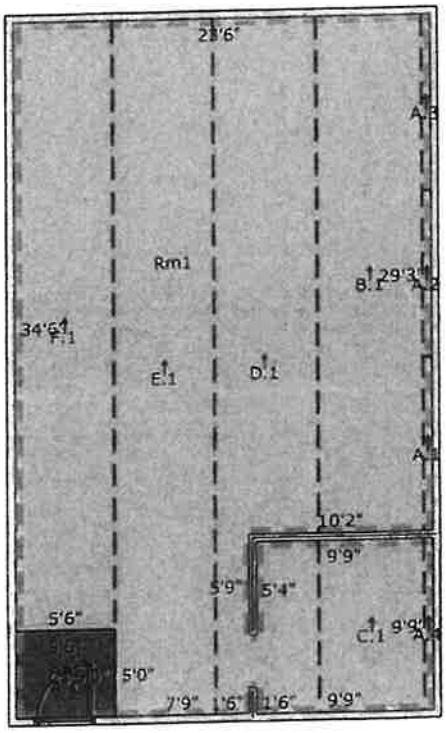
AUTHORIZED BY _____
CUSTOMER SIGNATURE

DATE 5-15-2026

Demo Plan



Install Plan



DEMO CPT
DEMO Sheet Viny
Powerbond Cushion RS
Rubber Wall Base
Walk Off

1016 Reno Ave
Modesto, CA 95351
Tel: (209) 408-0198
Fax: (209) 571-5056
CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL

CUSTOMER: Eric Wasinger
COMPANY: Alum Rock Union ESD
ADDRESS: 28888 Ocala Ave
San Jose, CA 95127
TELEPHONE: 408.928.6987

DATE: May 15, 2026
PROJECT: **Fischer MS - Rm 11**
LOCATION: 1720 Hopkins Drive
San Jose, CA 95127

We herewith submit proposal for labor and materials to be supplied at the request of above party and at premises set forth above.

AREA INCLUDED IN BID:

1. Room 11.

SCOPE OF WORK:

1. Prepare floor as needed for new flooring products. (NO DEMO; (existing VCT to remain as subfloor.)
2. Furnish and install Tarkett Powerbond Cushion RS, style: ColorMap, color: Landing Zone.
3. Furnish and install Tarkett Powerbond Cushion RS, style: Abrasive Action, color: Charcoal.
4. Furnish and install Roppe 4" cove base, color: Charcoal.

EXCLUSIONS:

1. Non-standard work hours (beyond 5am - 5pm, Monday - Friday)
2. Furniture and equipment moving.
3. Borders, inlays, logos, or custom designs.
4. Moisture testing and treatment.
5. Removal of materials containing asbestos or lead.
6. Final cleaning, wax or sealers, and protection of stored or installed products.

Total Materials, Freight, Sales Tax and Installation Labor:	$	10,165.00

NOTES:

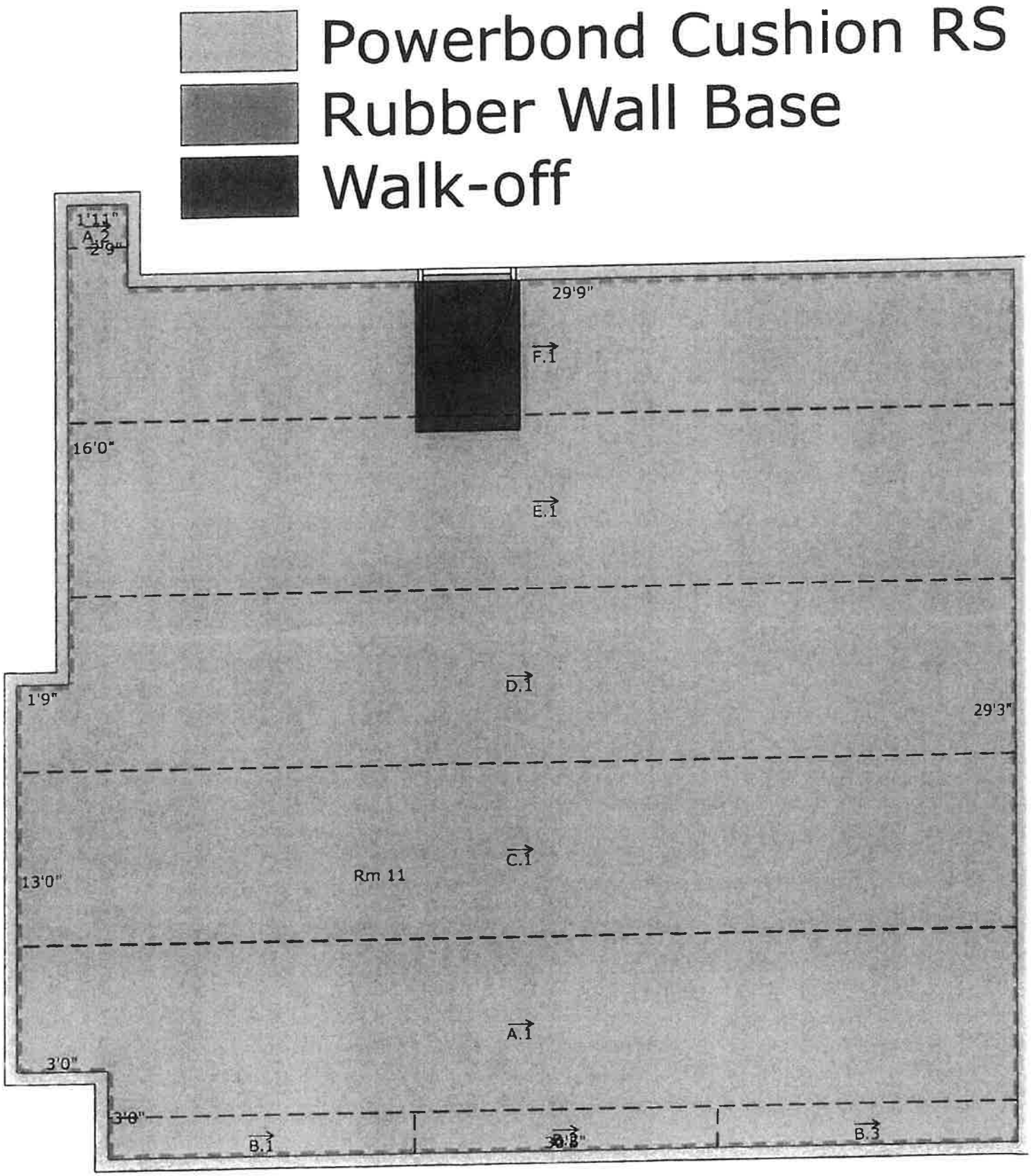
1. Freight charges are included in price unless specifically noted above.
2. Terms are net 30 days. Deposit or progress payment may required for materials.
3. The prices listed on this proposal are valid for a period of 3 months.
4. If this proposal is accepted, please sign below and submit a signed purchase order.
5. All required Certified Payroll Reporting documents are available upon request.
6. Payment or performance bonds are not included in price unless specifically noted above.
7. Unless itemized on this proposal, RJ inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.
8. RJ inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete.
9. If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.
10. Labor is based on prevailing wages.

SUBMITTED BY *Alan Strazicich*
Alan Strazicich

TEL: (510)299-6625
FAX: (209) 571-5056

PRINT NAME ERIC WASINGER
TITLE SENIOR EXEC of BONDS MGT

AUTHORIZED BY _____ (CUSTOMER SIGNATURE)
DATE 5-15-2026


Powerbond Cushion RS
Rubber Wall Base
Walk-off
1'11"
A.2
2'9"
29'9"
F.1
16'0"
E.1
D.1
1'9"
29'3"
C.1
13'0"
Rm 11
A.1
3'0"
3'0"
B.1
B.2
B.3

Docusign Envelope ID: A948 1DEA-1171-84A1-82E3-30AD44FFD8FF

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education (School/Dept.) VENDOR NO. 020767

Submitted by: Anthony Colonna, Director, Special Education

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Alette Brooks DBA: Autism Workshop

Address: 6724 Landerwood Ln. City: San Jose State: CA Zip: 95120

Phone: (408) 705-6869 Email Address: _____

SSN: 562-86-9424 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").

Alette Brooks will provide teacher/staff consultation and group workshops on recommended practices in the education of students within the Alum Rock District with autism spectrum disorder.

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

X a. **Fee Rate:** $125.00/hr. per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

_____ b. **Other:** $_____ (describe rate agreement) _____

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
080	6546	0	5815	00	5750	1190	000000	380	6546	10,000	4/28/26

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Autism Workshop

Support for educators and families of children with Autism Spectrum Disorders

Proposal

To: Anthony Colonna, Director of Special Education, Alum Rock Union School District
2930 Gay Avenue, San Jose, CA 95127

From: Alette Brooks, Ph.D., Licensed Educational Psychologist #763, Autism Specialist/Consultant
Owner/Sole Proprietor of Autism Workshop

Date: April 13, 2026

Subject: Proposal for Autism Specialist Services for the 2026-2027 School Year

The following proposal outlines the professional development topics and hands-on activities that I can provide to the district to support your programs for students with autism. My rate of pay is $125.00 per hour.

Target audiences: newly hired autism SDC teachers, other teachers and specialists who would benefit from additional autism training, paraeducators working in autism SDCs or as one-to-one support in general education.

PD scheduling: during district PD days prior to or during the school year, or short ad hoc trainings scheduled over several Thursday afternoons (especially for paraeducators, classroom teams, or specialist groups), or consultation as arranged.

Teacher skills which can be addressed, as assigned by district administration:

1. Understanding autism: strengths and challenges associated with autism spectrum disorders
2. Setting up a classroom for effective student learning and behavior management of students with autism
3. Using proactive strategies to address behavioral issues for ASD students across a range of age and developmental levels
4. Effectively using visual and physical structures to create positive learning environments for adapting the curriculum to meet the unique needs of students with autism
5. Creating structured tasks and individual activities to support classroom instruction ("Make 'n Take" sessions)
6. Developing structured visual daily schedules that optimize ASD student opportunities for learning and promote compliance with teacher directions
7. Addressing age-specific concerns for students with ASD (i.e., how to teach necessary functional skills from preschool to middle school)
8. Implementing effective data collection and management of record-keeping systems to support instruction and IEP compliance
9. Addressing challenging issues with parents (e.g., when a student with ASD also has an intellectual disability or a significant emotional regulation dysfunction) and parent education
10. Incorporating strength-based strategies to target social communication deficits in autism and providing tools and opportunities for students to engage positively with peers and adults
11. Optimizing mainstreaming and inclusion experiences for students with autism, their classmates, and the school community
12. Implementing legally defensible programs for students on the autism spectrum, including assessment, program planning, and IEP development.
13. Other needs for training and support as assigned by director of special education.

Thank you so much for the opportunity to work with this great team!

Alette M. C. Brooks

Alette Brooks, Ph.D., LEP #763; Licensed Educational Psychologist/Autism Specialist/Consultant/
Sole Proprietor Autism Workshop/Email: alettebrooks@gmail.com

Alette Brooks, Ph.D., LEP #763
[redacted]
6724 Landerwood Lane
San Jose CA 408-705-6869
95120

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Dr. Kiela Jimenez

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Panorama Education Inc.

Address: 24 School Street, 2nd Floor City: Boston State: MA Zip: 02108

Phone: (617) 356-8123 Email Address: contracts@panoramaed.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").

Panorama will provide district-wide climate and social-emotional learning surveys to ARUSD students, families and staff. Staff training, reports and professional development tools are also included.

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:** $49,000.00 (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	$29,000.00	5/12/26
010	0000	0	5815	00	1110	1000	000000	360	5210	$20,000.00	5/12/26

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

SERVICE ORDER

PANORAMA EDUCATION

Alum Rock Union Elementary (CA)
2930 Gay Ave
San Jose / CA / 95127

Panorama Education, Inc.
24 School St, Second Floor
Boston, MA 02108
Contact:
For submitting POs or questions about billing:
finance@panoramaed.com
For general questions about Panorama:
contact@panoramaed.com

Primary Contact Name: *Kiela Jimenez*
Primary Contact Phone Number:
Primary Contact Email Address: *kiela.jimenez@arusd.org*

Invoiced on Effective Date, Net 30
Pricing Valid Through: 05/31/2026

(1) Description of Services and (2) Fees		**Effective Date: 7/1/2026** **Contract End Date: 6/30/2027**
Licenses/Services		**Fees Over Term**
Check-Ins: * Check-ins surveys and reporting		**Product from Previous Contract Removed**
Panorama Survey Platform: Family Surveys;Student Surveys;Teacher and Staff Surveys		**$ 31,500.00**
Panorama Support Services: Dedicated Point of Contact – An assigned partner to lead planning, coordination, and execution of key milestones, serving as a strategic guide from initial setup through full adoption. Technical Support Access – Phone and email support for product questions and troubleshooting, with the option to schedule support calls. Complex issues resolved through direct access to Panorama's technical experts. Self-Guided Learning & Resources – 24/7 access to Panorama Academy (self-paced training) and the Panorama Playbook (evidence-based implementation strategies) to support continuous learning and long-term success.		**$ 2,000.00**
Professional Development Workshop (Onsite): Includes one virtual consultative planning session with a professional learning manager/director and	1 included	**$ 6,000.00**

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up to six hours onsite of live facilitation or consultations for groups <50. This product is inclusive of all core offerings per our T&L menu, consultations, and executive briefings. Larger sessions can be supported with additional facilitators at an additional cost.		
Project-Focused Advising: Includes quarterly or 4x annual advising support with a professional learning advisor.	**1 included**	**$ 5,000.00**
Consultation (Virtual): Includes a virtually facilitated session with one school- or district-based leadership team to understand context, present the key findings from data, facilitate a process of prioritization, and guide determination of next steps for student and adult support.	**6 included**	**$ 4,500.00**
Total Over Contract Term:		**$ 49,000.00**

(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO")'; (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms"); and (iii) if applicable, a data privacy agreement executed between Client and Panorama, on or following the Effective Date, which by mutual execution (or execution by Client and submission to Panorama of an NDPA Exhibit E) shall hereby be incorporated by reference into this SO.

(4) Supplemental Terms and Conditions (if any)

(5) Client Accounts Payable Information

Accounts Payable Contact Name	Kiela Jimenez
Accounts Payable Phone Number	(408) 928-6935
Accounts Payable Email Address	kiela.jimenez@arusd.org
Will Client Be Submitting Purchase Order?	YES [x] NO [ ]

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature: Print Name, Title: Date:

Doc ID: 0aa9abbfd48a421675a80a56d86b24af00aa18f2

Panorama Signature:	Print Name, Title:	Date:
Michael Reynolds	Michael Reynolds, Sr. Dir., Legal	05 / 13 / 2026

13.11

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Current Enrollment.**

Fiscal Impact: Yes

Budget Source: None

Information Only

Submitted by: Sandra Garcia Title: Interim Superintendent

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: May 28, 2026
Regular Board Meeting

13.11
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

as of May 15, 2026 4:00:22 PM

School	TK	00	01	02	03	04	05	06	07	08	Total W/O SDC	SDC	Total W/ SDC	PK	TTL W/ SDC & PK
Adelante 1 K-8	46	53	63	53	52	47	61	52	59	50	**536**	0	536	0	536
Adelante 2 K-8	26	51	46	45	47	47	52	48	40	31	**433**	0	433	0	433
Aptitud ES	40	57	65	58	65	76	77	0	0	0	**438**	35	473	1	474
Hubbard ES	32	62	68	72	73	87	69	0	0	0	**463**	28	491	0	491
Linda Vista ES	33	68	69	86	82	97	97	0	0	0	**532**	44	576	0	576
LUCHA ES	8	35	31	34	40	29	30	0	0	0	**207**	1	208	14	222
Lyndale ES	21	37	47	36	53	53	46	0	0	0	**293**	2	295	37	332
McCollam ES	32	35	41	55	48	55	60	0	0	0	**326**	37	363	0	363
Painter ES	73	73	56	63	50	54	47	0	0	0	**416**	20	436	0	436
Russo McEntee ES	27	51	38	48	47	55	50	0	0	0	**316**	40	356	0	356
Ryan ES	27	28	31	33	24	42	41	0	0	0	**226**	32	258	0	258
San Antonio ES	33	42	43	55	60	48	49	0	0	0	**330**	0	330	6	336
Ocala MS	0	0	0	0	0	0	0	208	216	297	**721**	11	732	0	732
Renaissance 2 MS	0	0	0	0	0	0	0	150	145	156	**451**	31	482	0	482
Sheppard MS	0	0	0	0	0	0	0	262	252	245	**759**	19	778	0	778
Home/Hosp	0	0	0	0	0	0	0	1	0	0	**1**	0	1	0	1
	398	**592**	**598**	**638**	**641**	**690**	**679**	**721**	**712**	**779**	**6448**	**300**	**6748**	**58**	**6806**