ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
June 11, 2026

AGENDA

Code: Regular #36-25/26
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/87278604281
Webinar ID: 872 7860 4281
Or One tap mobile:
+6699006833, 87278604281# US (San Jose)

THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:
1. Live stream YouTube English Channel "AlumRock TV"
https://www.youtube.com/@alumrocktv5143

LAND ACKNOWLEDGMENT — The Board of Trustees of the Alum Rock Union Elementary School District does hereby acknowledge that the District schools and facilities sit on the traditional lands of the Muwekma Ohlone people, and the Board of Trustees further acknowledges with respect to the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these lands.

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

Main Governing Board

PUBLIC COMMENT WILL BE ONLY IN PERSON: NO PUBLIC COMMENT WILL BE AVAILABLE THROUGH ZOOM

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

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

2. DISCUSSION AND/OR MODIFICATION(S) OF THE AGENDA

   The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

3. WELCOME AND EXPLANATION TO AUDIENCE

   Any person may address the Board on any item on the meeting agenda. Persons who wish to speak on an item on the agenda will have an opportunity to do so when that agenda item is introduced and presented during this meeting. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes. Persons who wish to speak to the Board about any matter within the jurisdiction of the District but not on this agenda will have an opportunity to speak during item 2. on this agenda as stated below.

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

The Brown Act prevents the Board from discussing or acting on any item not on this published agenda. Those who

wish to speak on a matter within the jurisdiction of the Board but not on the agenda may provide public comment in this portion of the meeting. The Board or Administration may refer to staff for follow-up on any formal written requests that are brought before the Board at this time. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes.

3. CLOSED SESSION - Following Closed Session, the Board Reconvenes to Public Session.

1. ANNOUNCEMENT AND PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION (Government Code Section 54957.7)

    1. RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 5:35 p.m. Open Session will resume at conclusion of Closed Session.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code Section 54956.8) Agency Negotiators:

    Public Property Advisors, Lisa Gillmor and Paulo Hernandez, and Sandra Garcia, Interim Superintendent and Teresa DeCelles, Assistant Superintendent of Business Services; Properties: 1300 Tallahassee Dr., San Jose, CA 95122-3939, 1824 Daytona Dr., San Jose, CA 95122-1719, 3720 East Hills Dr., San Jose, CA 95127-2418, 1290 Bal Harbor Dr., San Jose, CA 95122-1902, 277 Mahoney Dr., San Jose, CA 95127- 547, property at 600 Sinclair Dr., San Jose, CA 95116, To be determined. Under discussion/negotiations: Price and terms of payment.

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: Four (4) potential cases

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of Subdivision (d) of Section 54956.9):

    (1) *C.T.L. by and through her Guardian Ad Litem, Julio Tavares v. Alum Rock Union School District, et al.*, Santa Clara County Superior Court case no. 25CV459535; (2) *Maria Gutierrez v. Alum Rock Union Elementary School District*, Santa Clara County Superior Court case no. 25CV462406.

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

6. CONFERENCE WITH LABOR NEGOTIATORS-- Employee Organization: AREA (Alum Rock Educators Association); District Negotiators: (1) Sandra Garcia, Interim Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Teresa DeCelles, Assistant Superintendent, Business.

7. CONFERENCE WITH LABOR NEGOTIATORS--Employee Organization: TEAMSTERS; District Negotiators: (1) Sandra Garcia, Interim Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Teresa DeCelles, Assistant Superintendent, Business.

8. CONFERENCE WITH LABOR NEGOTIATORS--Employee Organization: CSEA (Classified School Employees Association); District Negotiators: (1) Sandra Garcia, Interim Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; Lead Negotiator (3) Teresa DeCelles, Assistant Superintendent, Business.

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

10. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT Title: Superintendent.

4. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

1. Report of Action Taken in Closed Session

5. SPECIAL PRESENTATION/RECOGNITION

1. Biliteracy Attainment Awards Student Recognition

   The Biliteracy Attainment Award is an award given to students that meet rigorous criteria and show proficient skills in two languages. Alum Rock Union School District students on the path of bilingualism are recognized in both 5th and 8th grade for maintaining linguistic proficiency in both Spanish and English. In awarding the Biliteracy Attainment Award to outstanding young leaders, ARUSD seeks to:

   - Encourage and reward students who develop biliteracy skills
   - Recognize and honor our rich and diverse language assets
   - Affirm positive attitudes toward multilingualism
   - Validate the use of multiple languages for all students

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)

1. Public Hearing: Local Control Accountability Plan (LCAP)

   A Public Hearing is scheduled at approximately 5:30 p.m. to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the District's Local Control and Accountability Plan (LCAP). A copy of the proposed 2026-2027 LCAP draft will be available to the public for review at least 72 hours prior to the Public Hearing.

2. Proposed Local Control Accountability Plan (LCAP)

   Presentation of Proposed 2026-2027 LCAP draft staff presentation. A copy of the 2026-2027 LCAP draft will be available to the public for review at least 72 hours prior to the Public Hearing. The LCAP draft will be located at the District Office, Receptionist's Desk. (No action; discussion only)

3. PUBLIC HEARING. Proposed 2026-2027 for Budget Adoption

   The Public Hearing is scheduled at 7:30 p.m., to solicit the recommendations and comments of members of the public regarding the Proposed Budget for Adoption for 2026-27 school year. The Proposed Budget is available for public inspection at the District Office, 2930 Gay Avenue, San Jose, CA 95127, Receptionist's Desk at least 72 hours before the scheduled public hearing.

4. STAFF PRESENTATION. Proposed 2026-2027 Budget for Adoption. (No action; discussion only)

   The Proposed 2026-2027 Budget draft will be presented by staff.

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. Approve Board Policy 7150 Site Selection And Development - Second Reading.

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. Approve Board Policy 3100 Budget -Second Reading.

2. Approve Board Policy 7110 Facilities Master Plan - Second Reading.

3. Request for Approval of RFP No.2627-CNS01 Grocery Commercial Products for 2026-2027 School Year

   Child Nutrition Services Program (CNS) solicited RFP for Grocery Commercial Products for school year 2026-2027 following federal competitive bid procedures for non-commodity commercial and grocery food items used to support child feeding program. Based on services, lowest line item prices and quality of products, CNS recommends awarding contract to Gold Star Foods, Inc. and Sysco San Francisco, Inc.

4. Request for Approval of RFP No. 2627-CNS01 Grocery Commercial Products for 2026-2027 School Year

   Child Nutrition Services Program (CNS) solicited RFP for Grocery Commercial Products for school year 2026-2027 following federal competitive bid procedures for non-commodity commercial and grocery food items used to support child feeding program. Based on services, lowest line item prices and quality of products, CNS recommends awarding contract to Gold Star Foods, Inc. and Sysco San Francisco, Inc.

5. Request for Approval of RFP NO. 2627-CNS02 Distribution of Commercial Food Products and Paper Supplies for 2026-2027 School Year

   Child Nutrition Services Program (CNS) solicited RFP following the federal competitive bid procedures to obtain the best service, price, and products of paper goods to support child feeding programs. The RFP was advertised to Individual Foodservice, Imperial Dade, Gold Star Foods, Inc., Cole Supply and Sysco San Francisco, Inc. On bid opening day, we received three RFPs from Gold Star Foods, Inc. Sysco San Francisco, inc. and Imperial Dade. Based on pricing, quality of products and services, CNS recommends awarding contract to Imperial Dade.

6. Approve Contract Addendum for an Extension Year Two (2) of RFP No. 2526-CNS05 Fresh Produce and Services for 2026-2027 School Year.

   Child Nutrition Services (CNS) solicited RFP for broadline Fresh Produce and Services for school year 2025-2026 following the federal competitive bid procedures to obtain the best services and products. Board members and team awarded Daylight Foods LLC as our distributor. Based on services, prices, and quality of products, CNS requests an addendum to extend RFP No. 2526-CNS05 Fresh Produce and Services for school year 2026-2027 with Daylight Foods LLC.

7. Approve Contract Addendum for an Extension Year Two (2) of IFB No. 2526-CNS02 Dairy Products and Services for 2026-2027 School Year

   Child Nutrition Services (CNS) solicited IFB for Dairy Products and Services for school year 2025-2026 following the federal competitive bid procedures to obtain the best service, price and products for half-pint milk and bulk milk to support child feeding programs. Board members and team awarded Daylight Foods LLC as our distributor. Based on services, prices, and quality of products, CNS requests an addendum to extend IFB No. 2526-CNS02 Dairy Products and Services for school year 2026-2027 with Daylight Foods LLC.

8. Resolution No.92-25/26 Designating Certain General Funds as Committed General Fund Balance for FY 2026-27

   Proposition 2 and Senate Bill 751 (Hill, Statutes of 2017) set the threshold for triggering the cap on district reserves of no more than 10% once certain conditions are met.

This requirement is in operative for fiscal year 2026-27, except for non-basic aid districts and districts with fewer than 2,501 ADA. The law does allow for commitment of funds to be excluded from this calculation. This Resolution would comply with the law by committing $19,500,000 for the following purpose:

Funding to Offset Projected Structural Deficits and Mitigation of Declining Enrollment and ADA

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. 89-25/26: Kidango Designation of California State Preschool Program (CSPP) Facility Responsibility-Mayfair Early Learning Center and Mayfair Center

   Adoption of Resolution No. 89-25/26 for the designation of California State Preschool Programs facility responsibility. The Memorandum of Understanding between the Alum Rock Union Elementary School District and Kidango is a formal agreement to provide California State Preschool Programs (CSPP) within the district. Preschool services will be provided at Mayfair Early Learning Center, and Mayfair Center

2. Resolution No. 80-25/26: THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante I, Adelante II, Painter Elementary, McCollam Elementary, and Painter Elementary

   Adoption of Resolution No. 80-25/26 for the designation of California State Preschool Programs facility responsibility. The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide California State Preschool Programs (CSPP) within the district. Preschool services will be provided at Adelante Dual Language Academy, McCollam Elementary, and Painter Elementary.

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 indicated in the accompanying Memorandum.

2. Approve Job Description – School-based Mental Health Clinician (Grant-funded)

   The Valley Health Grant provides funding for our Wellness Centers. This Job Description allows us to use the remaining funds from the Grant and use Community Schools Grant funds to continue funding the Wellness Centers and also updates the job description to fit the essential duties of the position.

3. Approve Job Description – Executive Assistant – Confidential, Business Services

   This new job description formally establishes and differentiates the Executive Assistant – Confidential, Business Services position. It is specifically tailored to encompass the essential functions, specialized financial administrative workflows, and distinct leadership support required to effectively serve the Business Services Department and the Assistant Superintendent of Business Services.

4. Approve Updated Job Description – Information Technology and Data Analyst

   This updated job description reflects the outcome of successful bargaining with CSEA. To better serve the evolving needs of the district, the reporting structure for the Information Technology and Data Analyst position has been realigned, shifting its direct report from the Information Technology department to Student Support Services.

5. Approve Job Description - Assistant Director of Academic Services

   The proposed job description for the Assistant Director of Academic Services has been designed to optimize department efficiency and streamline leadership following a reduction in management positions. This updated role aligns directly with current District needs by consolidating and adding critical duties, ensuring that essential

work and vital educational services continue to be completed effectively.

6. Approve Resolution No. 93-25/26 Rescinding Resolutions Nos. #50-25/26 and #60-25/26 and Restoring the Executive Assistant in the Division of Business Services, and the Position of Executive Assistant (CSEA)

   Upon comprehensive review of district operations, it has been determined that the positions of Executive Assistant in the Division of Business Services and Executive Assistant (CSEA) provide indispensable support that cannot be absorbed by other departments. Specifically, the Executive Assistant in the Division of Business Services manages highly confidential information critical to district operations, while the Executive Assistant (CSEA) position handles specialized duties dictated by mandatory bargaining unit contractual obligations.

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 Santa Clara County Office of Education Contract for the 2026/2027 SY.

   Santa Clara County Office of Education will provide Alum Rock Union School District technology services that include: QSS services and support, Document Archiving, and Network Services.

2. Approve Rising Star SPED Academy Contract for the 2026/2027 SY.

   Rising Star Academy is a certified, specialized nonpublic school (NPS) that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Due to the severity of their disability, an NPS placement is required.

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

1. Approval of Minutes for the following meetings: May 23, 2026, Special Board Meeting, May 23, 2026, Special Board Meeting, May 28, 2026, Regular Board Meeting, and June 2, 2026, Special Board Meeting

2. Approval of Fundraising Activities

   The District has received fundraising requests as summarized on the attached sheet dated June 11, 2026.

3. Vendor & Payroll Warrants

   Summary of Vendor and Payroll Warrants issued during May month of Fiscal Year 2025/2026.

Total of vendor warrants	$ 7,817,074.42
Total of payroll warrants	$ 4,789,034.18
Total	$ 12,606,108.60

4. Acceptance of Grants/Awards Notification

   The District has received grants/awards as summarized on the attached sheet dated June 11, 2026.

5. Acceptance of Donations

   The District has received donations as summarized on the sheet dated June 11, 2026.

6. Approve Memorandum(s) of Understanding

The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated June 11, 2026.

SCHOOL/ DEPARTMENT	**DATE OF SERVICE**	**CONSULTANT NAME**	**COST**	**PURPOSE**
Human Resources Cesar Torrico	07/01/2026-06/30/2030	Los Angeles Pacific University	No Cost	Memorandum of Understanding: To provide Field Experience, Student Teaching, Intern Teaching Funding: Not Applicable

7. Approve Contracts for Professional Services-Firms/Organizations

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

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Business Services Teresa DeCelles	07/01/2026- 06/30/2027	School Services of California Inc.	$5160.00	School Services of California Inc. will provide ARUSD Business Division with an annual monthly subscription during FY 2026-2027 for Fiscal and Management Services. As well as provide an electronic version of CADIE and SABRE reports. Funding: General
Child Nutrition Services Denisse Mendez	07/01/2026- 06/30/2027	All Bay Mechanical Inc.	$65,000.00	Provide refrigeration, freezer, and hot equipment repair and maintenance for all CNS equipment at all 13 school sites. Funding: Restricted
Early Learning Dr. Dianna Ballesteros	07/01/2026- 06/30/2027	Kristi Yamaguchi's Always Dream	$42,750.00	Always Dream Reading program provides families access to digital books. Always Dream ensures children have access to high quality books in the home environment and extensive family engagement support. Ultimate impact is for children to have increased access to high quality books and shared reading practices to foster their literacy development, reading proficiency, and success in and out of school. Schools participating 2026-2027 school year: LUCHA, Adelante -CSPP, Aptitud, McCollam, and McCollam Blended TK-CSPP. Funding: General or Restricted
Special Education Anthony Colonna	06/12/2026- 06/30/2027	Mindboost Psychological Services	$9,500.00	Mindboost Psychological Services will conduct an Independent Educational Evaluation (IEE) in the area of psychoeducational. This is per parent request. Funding: Restricted

Student Support Services Dr. Kiela Jimenez	11/1/2026-04/30/2027	Little Heroes	$74,800.00	Little Heroes will provide youth development programs to 80 students per site during the 26-27 school year Intercessions, Thanksgiving, Presidents Week and Spring Break. Each program component will provide daily art instruction, science instruction, outdoor activities and snack time. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	07/01/2026-06/04/2027	Little Heroes (Sports League 6)	$54,000.00	Little Heroes will provide ARUSD 6th-grade students with a Sports League program focused on basic sports skills, teamwork, socialization, and promoting active lifestyles through soccer and flag football. Each participating school will have an assigned coach to recruit students and coordinate practices. Funding: Restricted
Transportation Department Derek Zabaldo	06/12/2026-06/30/2027	German Pech	$2,000.00	German Pech will provide First Aid and Pediatric Aid-Adult-Child CPR- AED for Transportation drivers. Funding: General

8. 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.

9. 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 25, 2026 (2025-2026 School Year).

5.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Biliteracy Attainment Awards Student Recognition**

Support Information: The Biliteracy Attainment Award is an award given to students that meet rigorous criteria and show proficient skills in two languages. Alum Rock Union School District students on the path of bilingualism are recognized in both 5th and 8th grade for maintaining linguistic proficiency in both Spanish and English. In awarding the Biliteracy Attainment Award to outstanding young leaders, ARUSD seeks to:

- Encourage and reward students who develop biliteracy skills
- Recognize and honor our rich and diverse language assets
- Affirm positive attitudes toward multilingualism
- Validate the use of multiple languages for all students

Fiscal Impact: No

Budget Source: None

Recognition :

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

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees:
Recognition Only

Meeting: June 11th, 2026
Regular Board Meeting

5.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled:_____

7.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Public Hearing: Local Control Accountability Plan (LCAP)**

Support Information: A Public Hearing is scheduled to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be include in the District's Local Control and Accountability Plan (LCAP). A copy of the District's Proposed LCAP will be available for inspection at the District Office, Receptionist's Desk.

PUBLIC HEARING

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: June 11, 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

A Public Hearing is required to obtain assurances from the Governing Board that the school district will comply with Education Code Sections 42127 and 52062, which states that the governing board of a school district shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Local Control Accountability Plan (LCAP) and the 2026-2027 Budget are subject to the requirements of this section. The requirements include the following:

1. The Governing Board will hold a public hearing.

2. The LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

3. The 2026 – 2027 proposed District Budget will be available for public inspection on the District webpage: www.arusd.org

Public Hearing will be held on
June 11, 2026
5:30 p.m. at the ARUSD District Office

Sandra Garcia, Interim Superintendent

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

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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AVISO DE AUDIENCIA PÚBLICA

Es necesario efectuar una Audiencia Pública para obtener garantías de parte de la Mesa Directiva que el distrito escolar cumplirá con las Secciones 42127 y 52062 del Código de Educación, las cuales indican que la mesa directiva de un distrito escolar llevará a cabo como mínimo una audiencia pública para solicitar las recomendaciones y los comentarios de los miembros del público tocante a las acciones específicas y gastos propuestos que serán incluidos en el Plan de Control Local y Rendición de Cuentas (LCAP, por sus siglas en inglés) y en el Presupuesto para el ciclo escolar 2026-2027 que están sujetos a los requisitos de esta sección. Los requisitos incluyen lo siguiente:

1. La Mesa Directiva llevará a cabo una audiencia pública.

2. El LCAP deberá describir, para el distrito escolar y para cada escuela dentro del distrito, las metas y las acciones específicas para alcanzar esas metas para todos los estudiantes y para cada subgrupo de estudiantes identificados en la sección 52052 del Código de Educación, incluyendo los estudiantes con discapacidades, para cada una de las prioridades estatales y para cualquier prioridad identificada localmente.

3. El planteado Presupuesto del Distrito para el 2026 – 2027 estará disponible para inspección del público en la página web del Distrito: www.arusd.org

La Audiencia Pública se llevará a cabo el
11 de junio, 2026
5:30 p.m.
en el salón de reuniones de la Mesa Directiva de ARUSD

Sandra Garcia, Interim Superintendent

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

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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THÔNG BÁO VỀ BUỔI ĐIỀU TRẦN TRƯỚC CÔNG CHÚNG

Một buổi họp Điều Trần Trước Công Chúng là cần thiết và là một quyết định được chấp thuận để có sự bảo đảm của Ban Hội Đồng Quản Trị rằng học khu sẽ tuân theo Luật Giáo Dục Đoạn 42127 và đoạn 52062 mà đoạn này quy định rằng ban hội đồng quản trị của học khu có những đề nghị và những lời phê bình của các thành viên trong cộng đồng về những biện pháp được dùng và những chi phí được dự đoán có ghi trong [Kế Hoạch Kiểm Soát Trách Nhiệm của Địa Phương "Local Control Accountability Plan" (LCAP)] và ngân quỹ cho niên học 2026-2027 thì phải làm theo các đòi hỏi của đoạn này. Các đòi hỏi gồm có những điều sau đây:

1. Ban Hội Đồng Quản Trị sẽ mở một buổi điều trần trước công chúng.

2. Trong LCAP phải nói rõ, cho học khu trường học và mỗi trường nằm trong học khu, các mục tiêu và các biện pháp được dùng để đạt được mục tiêu cho tất cả học sinh và cho mỗi nhóm học sinh được ghi trong Luật Giáo Dục đoạn 52052, gồm có những học sinh khuyết tật, cho mỗi ưu tiên của tiểu bang và bất cứ ưu tiên nào của địa phương.

3. Ngân quỹ dự đoán của Học Khu cho năm học 2026 – 2027 có được đăng tải trên mạng, xin vào trang mạng của Học Khu để xem: www.arusd.org

Buổi Điều Trần Trước Công Chúng sẽ được tổ chức vào ngày 11 tháng 6 năm 2026
Vào lúc 5:30 chiều - tại Văn Phòng Hội đồng ARUSD

Sandra Garcia, Interim Superintendent

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

7.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Proposed Local Control Accountability Plan (LCAP)**

Support Information: The Proposed 2026-2027 LCAP draft staff presentation will be heal. A copy of the 2026-2027 LCAP draft will be available to the public at least 72 hours prior to the Public Hearing . The LCAP draft will be located at the District Office, Receptionist's Desk.

Presentation

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: June 11, 2026
Regular Board Meeting

7.2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 1, 2026

Subject: **PUBLIC HEARING: Proposed 2026-2027 for Budget Adoption**

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 Proposed Budget for Adoption for 2026-27 school year. The Proposed Budget is available for public inspection at the District Office, 2930 Gay Avenue, San Jose, CA 95127, Receptionist's Desk at least 72 hours before the scheduled public hearing.

Fiscal Impact: Yes

Budget Source: All Funds

PUBLIC HEARING

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 11, 2026
Regular Board Meeting

7.3
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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 JUNE 2, 2026

The Alum Rock Union Elementary School District (the "District") will conduct a public hearing to review and consider the proposed budget for fiscal year 2026-2027. A copy of the proposed budget is available at the District Offices, 2930 Gay Avenue, San Jose, CA 95127.

At the hearing, public input will be solicited concerning the proposed budget for fiscal year 2026-2027.

Written comments may be submitted to Teresa DeCelles, Assistant Superintendent, Business Services, 2930 Gay Avenue, San Jose, CA 95127, prior to the date and time of the hearing. For further information, please call the District Office at (408) 928-6800.

If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearings regarding the projects described in this notice, or in written correspondence delivered to the appropriate authority at or before these hearings.

Public Hearing will be held on
JUNE 11, 2026
7:30 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

7.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 1, 2026

Subject: **Staff Presentation: Proposed 2026-2027 for Budget Adoption**

Support Information: The Proposed 2026-2027 Budget draft will be presented by staff.

Fiscal Impact: Yes

Budget Source: All Funds

PRESENTATION

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 11, 2026
Regular Board Meeting

7.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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: June 2, 2026

Subject: **Approve Contract for Superintendent**

Fiscal Impact: Yes

Budget Source: General Fund

Recommend Action: It is recommended to approve the Superintendent Contract.

Information Only

Submitted by: Linda Chavez Title: Board President

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 11, 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: June 1, 2026

Subject: **Approve Board Policy 7150: Site Selection and Development.**

Fiscal Impact: None

Budget Source: None

Recommend Action: Staff recommends that the Board of Trustees approve Board Policy 7150, Site Selection and Development.

Recommend Approval

Submitted by: Minh Pham Title: Board Clerk

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 11, 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: _____

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.

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: June 1, 2026

Subject: **Approve Board Policy 3100: Budget – Second Reading.**

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 updated to clarify fiscal management and oversight responsibilities related to capital projects and long-term facilities planning, and to include an annual Capital Improvement Plan and Budget Report to the Board.

Fiscal Impact: Not Applicable

Budget Source: Not Applicable

Recommended Action: Staff recommends that the Board of Trustees approve the proposed revisions to Board Policy 3100 as presented.

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: June 11, 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: _____

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.

9.2

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: June 1, 2026

Subject: **Approve Board Policy 7110: Facilities Master Plan- Second Reading.**

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

Recommended Action: Staff recommends that the Board of Trustees approve the proposed revision to Board Policy 7110 as presented.

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: June 11, 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 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.

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: June 11, 2026

Subject: **Request for Approval of RFP No. 2627-CNS01 Grocery Commercial Products for 2026-2027 School Year**

Support Information: Child Nutrition Services Program (CNS) solicited RFP for Grocery Commercial Products for school year 2026-2027 following federal competitive bid procedures for non-commodity commercial and grocery food items used to support child feeding program. Based on services, lowest line item prices and quality of products, CNS recommends awarding contract to Gold Star Foods, Inc. and Sysco San Francisco, Inc.

Fiscal Impact: Yes

Budget Source: Fund 13 - Cafeteria Fund

Recommended Action: Staff recommends that the Board of Trustees approve and award the RFP with Sysco San Francisco Inc. in the amount of $350,000.

Recommend Approval

Submitted by: Denisse Mendez DM Title: Director of Child Nutrition Services

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

To the Board of Trustees: Meeting: June 11, 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:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

Child Nutrition 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: Sysco San Francisco, Inc.

Address: 5900 Stewart Avenue City: Fremont State: CA Zip: 94538

Phone: ( ) Email: sfbids@sysco.com

SSN: _____ Fed I.D. #: 94-0491635

CONTRACT TERM: start dates 7/1/2026 end date 6/30/2027

CONTRACTOR'S OBLIGATION:

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

Vendor will provide non-commodity commercial entrees and grocery food items needed to complete breakfast, lunch and supper meal requirements. Products are delivered to warehouse, middle schools and K-8 sites once a week.

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)

X a. **Fee Rate:** $ 350,000 NTE per year Not to Exceed _____ of services.

____ b. **Other:** $_____

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
130	5310	0	4700	00	0000	3700	000000	480	3700	$350,000	5/19/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5-18-26

Director of Fiscal Services: _____ Date: 5/19/26

Asst. Supt., of Business Services: _____ Date: 5/19/26

Superintendent: _____ Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: Child Nutrition Services Date: June 16, 2026

Requested by: Denisse Mendez, Director of Child Nutrition Services

Name of Company/Individual to be contracted: Sysco San Francisco, Inc.

Address: 5900 Stewart Avenue

City: Fremont State: CA Zip Code: 94538

Dates of Services: 07/01/2026 - 06/30/2027

Services to be provided:

Vendor will provide non-commodity commercial entrees and grocery food items needed to complete breakfast, lunch and supper meal requirements. Products are delivered to warehouse, middle schools and K-8 site once a week.

Estimated Cost: $350,000

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
130	5310	0	4700	00	0000	3700	000000	480	3700	$350,000	5/19/26

Supervisor's Signature: Date: 5/19/26

Approved: ☐ **Yes** ☐ **No**

SCORING

The following (TABLE A) shows the score for each vendor based on the criteria and available points outlined above. Each proposal was scored by the District's evaluation panel.

TABLE A

Gold Star Foods	90
Sysco	83.5

AWARD SUMMARY

The following table summarizes the recommended line-item award across both vendors based on the lowest price per item:

Vendor	Items Awarded	Estimated Annual Value
Gold Star Foods, Inc.	119 items	$519,591.69
Sysco San Francisco, Inc.	69 items	$345,844.80
TOTAL	**188 items**	**$865,436.49**

PRICING

Grocery Commercial Products bids were requested via an RFP. The District stipulated that the bid could be awarded to single or multiple responsive and responsible bidders. Based on scoring and pricing, the RFP should be awarded across both vendors listed above on a lowest-price-per-item basis to achieve the best overall value for the District. The estimated annual contract value of $865,436 reflects the combined lowest pricing across all awarded vendors for the 12-month school year usage period. Total contract value is forecasted based on previous year's usage, accounting for demand change and new menu items.

Price scoring can be found in the RFP materials.

Reviewed by ARUSD Child Nutrition Services Department

Links to the complete bid packages can be found here.

All bids and scoring materials are available by request.

EVALUATION CRITERIA

In addition to price, the department scored other factors, which are outlined below, along with the final total score for each bidder. The following is a summary of the scoring process, including criteria, pricing, and outcome that informed this recommendation.

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced Proposal. 80% of Max Points: Second lowest-priced Proposal. 60% of Max Points: Third lowest-priced Proposal.	Itemized Bid List	20
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: 1. Prompt responses and satisfactory resolution to requests for information and complaints & issues 2. Courtesy and responsiveness to all district personnel at all times 3. Ready access to decision-making executives and assigned point of contact. 4. Ability to meet sourcing goals 5. Never been resigned by a school district 6. Fully staffed delivery driver support. 0 Points: District's previous experience with vendor was not sustainable. References and/or Vendor Questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance -" in Vendor Questionnaire	15
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery. 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications -" in Vendor Questionnaire	15

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Traceability / Buy American	100% of Max Points: Bidder has a system in place for tracking by brand name and location, and detailing on invoices. Can currently produce reports to show % of Buy American products provided, including brand name and origin. 80% of Max Points: Bidder has a system in place for tracking by brand name and location, but cannot detail on invoices. Can currently produce reports to show % of Buy American products provided, including brand name and origin. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability -" in Vendor Questionnaire	15
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	Responses to Questions Labeled "Minimum Delivery Amount -" in Vendor Questionnaire	5
Contracting with Small Businesses	100% of Max Points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business.	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or minority. 0% of Max Points: Majority business ownership not by individuals who identify as women or minority.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports with product specifications, pricing and Buy American Information, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports with product specifications, pricing and Buy American	Responses to Questions Labeled "Technology and Reports -" in Vendor Questionnaire	15

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
	information, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.		
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: 1. Bidder keeps temperature logs of perishables/refrigerated trucks leaving distribution location and upon delivery to District. 2. Bidder's staff are properly and regularly trained in current safety procedures. 3. Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. 4. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. 5. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. 6. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls -" in Vendor Questionnaire	5
		TOTAL POINTS:	**100**

Item List Attachment "21" | Vendor: SYSCO SAN FRANCISCO

The item list will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.
Click "File" in the top left corner.
Choose either "Download" or "Make a Copy".
Add your company name to the file name.
Vendors must bid on all items.
Bidder must indicate item name, variety of item offered, description of item offered, Buy American Information, Pack and Unit details prices and any additional notes pertaining to each item.
DUSO requires Pack information breakdown in order to effectively compare pricing across vendors with different Pack sizes. Please accurately fill out all pack size information.

Item Description	This column lists the minimum required meal equivalents (MEs) that each product must contribute toward a reimbursable meal.	Manufacturer or Vendor Item number currently used by district	Describe the Master Pack specs	What type of pack is the Master Pack	This is the unit that makes up the pack described in Pack Description.	Number of Pack Units / Pack	Volume Required in Pack Units, for 2027 School Year. Based on Pack size in "Pack Description"	This Column is Volume Required in Pack Units, Packs x Number of Units/Pack. Used to compare Pricing. Rounded numbers shown.	Pricing Structure
EXAMPLE: Soy Sauce	N/A	12345	4/1GAL	CS	GAL	4	100	400	Fixed Price
EXAMPLE: Granola Bar	2 Grains	85641	96/1OZ	CS	EACH	96	600	57600	Fixed Price
EXAMPLE: Chicken Strips	2 Protein	784321	4/7.5LB	CS	LB	30.00	900	27000	Fixed Price
BUTTER BLEND SPREAD PREMIUM	N/A	2200FG06	36/1 LB	CS	LB	36	25	780	Fixed Price
CREAM SOUR ALL NAT GRADE A	N/A	1662000	2/5 LB	CS	LB	10	62	620	Fixed Price
YOGURT PLAIN GREEK NONFAT	1 Protein	2304MY01	4/5 LB	CS	LB	20	80	1600	Fixed Price
YOGURT VANILLA PARFAIT POUCH	1 Protein	1662000	6/4 LB	CS	LB	24	152	6656	Fixed Price
BAGEL CHOC WG PARBKD	2 Grain	GM9113	1/72 CT	CS	CT	72	65	4752	Fixed Price
BAGEL WHEAT WHT 51% SL12.24OZ	1 Grain	81674	72/2.24OZ	CS	EACH	72	330	23758	Fixed Price
BREAD PULLMAN WHEAT 21 SLICE	1 Grain	63478	12/24 OZ	CS	OZ	288	162	46656	Fixed Price
BUN BRIOCHE WG HAMBURGER	2 Grain	ZMF913	12/12 CT	CS	CT	144	702	101088	Fixed Price
BUN HOT DOG BRIOCHE WG	2 Grain	ZMF910	12/12 CT	CS	CT	144	382	55008	Fixed Price
PASTA PENNE RIGATE PRECOOKED	1 Grain	4136070015	6/5 LB	CS	LB	12	180	2184	Fixed Price
ROLL DINNER WG	1 Grain	SD-220	192/1OZ	CS	EACH	192	507	97344	Fixed Price
BAKING SODA	N/A	4744	24/1 LB	CS	LB	24	4	96	Fixed Price
COOKIE ANIMAL CRACKER WG	1 Grain	80350753	150/1 OZ	CS	EACH W	150	85	12800	Fixed Price
HOMINY WHITE	N/A	F3438803	6/#10	CS	#10 CAN	6	26	156	Fixed Price
HONEY PURE	N/A	PF4131	12/12OZ	CS	OZ	144	2	288	Fixed Price
JUICE LEMON PLAS RTU	N/A	53013332078	12/32 OZ	CS	OZ	384	2	768	Fixed Price
MAYONNAISE LITE	N/A	42352003001	4/1GAL	CS	GAL	4	17	68	Fixed Price
MUSTARD YELLOW PACKETS	N/A	7 1803 78111	500/5.5 GM	CS	EACH PACKET	500	58	29000	Fixed Price
OIL OLIVE CANOLA EVO 75/25	N/A	892007	6/1 GAL	CS	GAL	6	4	24	Fixed Price
PAN COATING ARSL FOOD RELEASE	N/A	5414482111	6/17 OZ	CS	OZ	102	4	408	Fixed Price
PASTE CHILI GOCHUJANG ORG	N/A	8397501	6/3 LB	CS	LB	18	6	108	Fixed Price
PICKLE DILL CHIPS 1/8 SMOOTH	N/A	85041	4/1GAL	CS	GAL	4	18	72	Fixed Price
RICE PARBOILED BROWN	1 Grain	8 7827BF11	2/5 B	CS	LB	25	200	5000	Fixed Price
SALT GRANULATED IODIZED	N/A	1100378M4	9/4 LB	CS	LB	36	4	144	Fixed Price
SAUCE ENCHILADA	N/A	7812	6/#10	CS	#10 CAN	6	14	84	Fixed Price
SAUCE SOY LIGHT	N/A	137	6/1GAL	CS	GAL	3	6	18	Fixed Price
SAUCE TACO PKT	N/A	7 4853F11	500/9GM	CS	EACH PACKET	500	26	13000	Fixed Price
SEASONING FRUIT TAJIN	N/A	823523	12/5OZ	CS	OZ	60	24	1440	Fixed Price
SOUP BASE CHICKEN LO SOD NO MSG	N/A	7173135 KS	6/1LB	CS	LB	6	36	216	Fixed Price
SUGAR CONFECTIONER	N/A	40852	24/1 LB	CS	LB	24	6	144	Fixed Price
VINEGAR CIDER APPLE 5% 50 GRN	N/A	1 8913F12	4/1GAL	CS	GAL	4	8	32	Fixed Price
VINEGAR WHITE DSTD 5%	N/A	1 8903F12	6/1GAL	CS	GAL	6	5	30	Fixed Price
PORK RIB PTY BBQ PRCK	2 M/MA	10000013817	100/3.25OZ	CS	EACH PATTY	100	10	1000	Fixed Price
SANDWICH STFD SOY NUT JAMMER	2 Grain 2 M/MA	648	40/4.5OZ	CS	EACH SANDW	40	320	12800	Fixed Price
SANDWICH SOY BUTTER STRAW WF	1 Grain/ 1 M/MA	660	72/2.4OZ	CS	EACH SANDW	72	170	12240	Fixed Price
EMPANADA CHICKEN ADA BULK	2 Grain 2 M/MA	860	48/5OZ	CS	OZ	240	17	4080	Fixed Price
TUNA CHUNK LIGHT IN WATER	2 M/MA	20450	6/66.5OZ	CS	OZ	399	4	1596	Fixed Price
JUICE 100 A ORANGE TANGERINE	N/A	8900378F	40/4.2SOZ	CS	EACH JUICE	40	5	200	Fixed Price
JUICE 100% APPLE	N/A	8900619F	40/4.2SOZ	CS	EACH JUICE	40	439	17560	Fixed Price
JUICE 100% FRUITS & GOLD RUSH	N/A	8900378F	40/4.2SOZ	CS	EACH JUICE	40	262	10480	Fixed Price
JUICE 100 % FRUIT PUNCH	N/A	8900378F	40/4.2SOZ	CS	EACH JUICE	40	4	160	Fixed Price
CHIP TORTILLA TRI YEL UNSL	2 Grain	ACB1870N	12LB	CS	LB	12	400	4800	Fixed Price
HONEY ROASTED SUNFLOWER KERNEL	1 M/MA	7230210	150/1OZ	CS	EACH	150	65	9750	Fixed Price
WHEAT BARC CRACKERS	1 Grain	37301	150/.8OZ	CS	EACH	150	199	29850	Fixed Price
BITE MINI BREAKFAST GLAZED	2 Grain	1717	72/2.75OZ	CS	EACH	72	114	8208	Fixed Price
FOFFITZ PANCAKE BITES WG MI	2 Grain	1673	72/2.4OZ	CS	EACH MI	72	137	9864	Fixed Price
MUFFIN ENGLISH 3.5" SLICED	2 Grain	780	144/2OZ	CS	EACH	144	60	8640	Fixed Price
WAFFLE SQUARE 1 BULK WG	1 Grain	1953	144/1.35OZ	CS	EACH	144	209	30096	Fixed Price
CROISSANT MARGARINE SLICED RF	2 Grain	868	150/1.5OZ	CS	EACH	150	57	8550	Fixed Price
NADA CHIM BEAN & CHEESE BULK	2 Grain/ 2 M/MA	CHIMNADA	60/5.5OZ	CS	EACH	60	170	10200	Fixed Price
DIP PDH HUMMUS	1 M/MA	882443	96/2OZ	CS	EACH	64	600	38400	Fixed Price
CHICKEN BREAST STRIP FC	2 M/MA	5810/57063	2/5 B	CS	LB	10	200	2000	Fixed Price
STRIPS CHICKEN FC WB	2 M/MA	5640	140/1.5OZ	CS	OZ	168	70	11760	Fixed Price
BREADSTICK CHEESY GARLIC WWN	1 Grain	6797	32/1.125OZ	CS	OZ	320	39	12480	Fixed Price
COOKIE TURKEY W	1 Grain	73720	150/1OZ	CS	EACH	150	85	8750	Fixed Price
COOKIE CHRISTMAS TREE WG IW	1 Grain	73720	150/1OZ	CS	EACH	150	48	8750	Fixed Price
GRAVY TURKEY	N/A	10061	12/5OZ	CS	OZ	900	19	11400	Fixed Price
DICED PEACHES LS	1/2 Cup Fruit	41229	6/#10	CS	#10 CAN	6	104	624	Fixed Price
SANDWICH SUB TURKEY HAM CHS IW	2 Grain/ 2 M/MA	J11	48/5.9OZ	CS	EACH IW	48	27	1963	Fixed Price
YOGURT ST STRWBRY BANANA BANA	1 M/MA	73350 274822	48/4OZ	CS	EACH	48	607	29136	Fixed Price
MUFFIN BLUEBERRY WHL GRN	1 M/MA	WG380	60/1.5OZ	CS	EACH	60	264	15840	Fixed Price
MUFFIN CHOC CHIP WG IW	1 Grain	WG405	60/3.15OZ	CS	EACH	60	44	2640	Fixed Price
MUFFIN MINI CHOC CHIP WG IW	1 Grain	WG305	60/1.8OZ	CS	EACH	60	247	22230	Fixed Price
REFRIED BEANS VEGETARIAN GF	1/2 Cup Veg	406	6/5 B	CS	LB	30	64	1885	Fixed Price
SLICED JALAPENOS	N/A	2500111	6/#10	CS	#10 CAN	6	47	282	Fixed Price
CHIPS RND WHITE NACHO RF	1 Grain	67800	72/1OZ	CS	EACH RF	72	144	10368	Fixed Price
MEAL BREAK SWEET BBQ BITE	1 G/ 2 M/MA / 1 Fruit/ 1 Veg	81439	30CT	CS	CT	30	192	4960	Fixed Price
MEAL BREAK BEEF STICK	1 G/ 2 M/MA / 1 Fruit/ 1 Veg	81446	30CT	CS	CT	30	443	13260	Fixed Price
MEAL BREAK CHEESE CUP W/ SALSA	1 G/ 2 M/MA / 1 Fruit/ 1 Veg	81419	30CT	CS	CT	30	200	6056	Fixed Price
PANCAKE MINI CONFETTI IW	2 Grain	38500-16574	72/1.85OZ	CS	EACH	72	265	18720	Fixed Price
PANCAKES MAPLE MINI EGGOS	2 Grain	38500 40762	72/3.03OZ	CS	EACH	72	39	2808	Fixed Price
SALSA VERDE MEDIUM	N/A	7514	6/#10	CS	#10 CAN	6	2	12	Fixed Price
HOT DOGS 8" IN ALL BEEF	2 M/MA	10747811579	10LB	CS	LB	10	734	7340	Fixed Price
BATTER MFN DOUBLE COCOA WG	2 Grain	WGDCMFN-89	2/5LB	CS	LB	10	267	4806	Fixed Price

Item Description	Describe the Master Pack specs	What type of pack is the Master Pack	This is the Price Per Vendor Pack. Price should include all fees, taxes, etc. FOB,	Vendor Pack Unit (IW, Bag, Count, LB, Etc.)	Most Component Equivalent for each product. Product must meet, or exceed specs filled out in "District Minimum Meal Component Equivalent" Column. If marked "N/A" in "District Minimum Meal Component	Number Number of Pack Units / Pack	Buy American Exception	Buy American Exception Letter Provided?	Notes	Calculated Number of Vendor Packs to Meet District Volume Requirement	Calculated Bid price Per Pack Unit	Extended Price based on Packs (Vendor Pack Price x Volume Required)	Extended Price based on Pack Units (Bid price/Unit x Pack Units Required)	Buy-American Compliance Calculation:	
BUTTER BLEND SPREAD PREMIUM	36/1 LB	CASE	$55.67	LB	N/A	36		FALSE		26	$1.55	$1,452.82	$1,452.82	Total Buy American Compliant	#VALUE!
CREAM SOUR ALL NAT GRADE A	2/5 LB	CASE	$36.78	LB	N/A	10		FALSE		62	$1.68	$1,541.92	$1,541.92	% Total Buy American Compliant	
YOGURT PLAIN GREEK NONFAT	4/32 OZ	CASE	$36.44	LB	1 Protein	12		FALSE		50	$3.04	$1,822.00	$1,822.00	% Total Nondomestic Product	
YOGURT VANILLA PARFAIT POUCH	6/4 LB	CASE	$30.39	LB	1 Protein	20		FALSE		152	$1.52	$4,862.40	$7,001.86	Total Estended Cost of Buy American Compliant + Nondomestic	#VALUE!
BAGEL CHOC WG PARBKD	1/72 CT	CASE	$59.23	CT	2 Grain	72		FALSE		66	$0.77	$3,851.78	$3,851.78		
BAGEL WHEAT WHT 51% SL12.24OZ	72/2.24OZ	CASE	$27.55	EACH	1 Grain	72		FALSE		333	$0.30	$7,111.50	$7,111.50		
BREAD PULLMAN WHEAT 21 SLICE	12/24 OZ	CASE	$31.56	OZ	1 Grain	288		FALSE		162	$0.11	$5,112.72	$5,112.72		
BUN BRIOCHE WG HAMBURGER	12/12 CT	CASE	$65.34	CT	2 Grain	144		FALSE		702	$0.45	$45,866.88	$45,866.88		
BUN HOT DOG BRIOCHE WG	12/12 CT	CASE	$68.13	CT	2 Grain	144		FALSE		382	$0.47	$26,124.88	$26,124.88		
PASTA PENNE RIGATE PRECOOKED	6/5 LB	CASE	$79.00	LB	1 Grain	18		FALSE		273	$1.41	$7,817.00	$3,318.61		
ROLL DINNER WG	192/1OZ	CASE	$36.13	EACH	1 Grain	120		FALSE		313	$0.30	$11,290.63	$28,904.00		
BAKING SODA	24/1 LB	CASE	$25.46	LB	N/A	24		FALSE		4	$1.06	$101.84	$101.84		
COOKIE ANIMAL CRACKER WG	150/1 OZ	CASE	$40.39	EACH W	1 Grain	150		FALSE		85	$0.27	$3,397.20	$3,397.20		
HOMINY WHITE	6/#10	CASE	$35.91	#10 CAN	N/A	6		FALSE		26	$5.99	$933.66	$933.66		
HONEY PURE CLVR GR A TSC BEAR	12/12 OZ	CASE	$43.18	OZ	N/A	144		FALSE		3		$86.36	$0.00		
JUICE LEMON PLAS RTU	12/32 OZ	CASE	$32.53	OZ	N/A	384		FALSE		2	$0.09	$66.00	$66.00		
MAYONNAISE LITE	4/1 GAL	CASE	$43.01	GAL	N/A	4		FALSE		17	$10.75	$731.17	$731.17		
MUSTARD YELLOW PACKETS	500/5.5 GM	CASE	$13.84	EACH PACKET	N/A	500		FALSE		58	$0.03	$802.72	$802.72		
OIL OLIVE CANOLA EVO 75/25	6/1 GAL	CASE	$105.87	GAL	N/A	6		FALSE		4	$17.65	$423.48	$423.48		
PAN COATING ARSL FOOD RELEASE	6/17 OZ	CASE	$24.99	OZ	N/A	102		FALSE		4	$0.24	$98.76	$98.76		
PASTE CHILI GOCHUJANG ORG	6/3 LB	CASE	$68.82	LB	N/A	18		FALSE		6	$3.82	$412.92	$412.92		
PICKLE DILL CHIPS SO 4304BF	4/1 GAL	CASE	$29.16	GAL	N/A	4		FALSE		18	$7.04	$506.88	$506.88		
RICE BROWN PARBOILED WHL GRN GO	1/25 LB	CASE	$18.65	LB	1 Grain	25		FALSE		200	$0.75	$3,730.00	$3,730.00		
SALT GRANULATED IODIZED	9/4 LB	CASE	$22.80	LB	N/A	36		FALSE		4	$0.63	$91.20	$91.20		
SAUCE ENCHILADA	6/#10	CASE	$49.01	#10 CAN	N/A	6		FALSE		14	$8.17	$686.14	$686.14		
SAUCE SOY LIGHT	6/1GAL	CASE	$21.13	GAL	N/A	3		FALSE		6	$0.71	$12.78	$12.78		
SEASONING FRUIT TAJIN	12/5OZ	CASE	$34.94	OZ	N/A	60		FALSE		24	$0.58	$838.56	$838.56		
SUGAR CONFECTIONER	24/1 LB	CASE	$30.70	GAL	N/A	24		FALSE		6	$1.28	$184.20	$184.20		
VINEGAR CIDER APPLE 5% 50 GRN	4/1GAL	CASE	$32.13	GAL	N/A	4		FALSE		8	$8.03	$257.04	$257.04		
VINEGAR WHITE DSTD 5%	6/1GAL	CASE	$18.62	GAL	N/A	6		FALSE		6	$3.10	$111.72	$111.72		
PORK RIB PTY BBQ PRCK	100/3.25OZ	CASE	$71.28	EACH PATTY	2 M/MA	100		FALSE		19	$3.71	$1,354.32	$1,354.32		
SANDWICH STFD SOY NUT JAMMER	40/4.5OZ	CASE	$46.94	EACH SANDW	2 Grain/ 2 M/MA	40		FALSE		320	$1.17	$14,986.80	$14,986.80		
SANDWICH SOY BUTTER STRAW WF	72/2.4OZ	CASE	$56.58	EACH SANDW	1 Grain/ 1 M/MA	72		FALSE		170	$0.79	$9,630.60	$9,630.60		
EMPANADA CHICKEN ADA BULK	48/5OZ	CASE	$92.60	OZ	2 Grain/ 2 M/MA	48		FALSE		3	$1.10	$278.84	$4,471.00		
TUNA LIGHT SKIPJACK CHUNK WTR	6/66.5OZ	CASE	$69.02	OZ	2 M/MA	399		FALSE		4	$0.22	$396.08	$396.08		
JUICE ORANGE TANGERINE 100%	40/4.2SOZ	CASE	$8.38	EACH JUICE	N/A	40		FALSE		5	$0.21	$41.90	$41.90		
JUICE 100% APPLE	40/4.2SOZ	CASE	$8.38	EACH JUICE	N/A	40		FALSE		439	$0.21	$3,678.82	$3,678.82		
JUICE VEG GOLD RUSH FRUIT BLE	40/4.2 OZ	CASE	$8.38	EACH JUICE	N/A	40		FALSE		262	$0.21	$2,195.56	$2,195.56		
JUICE FRUIT PUNCH 100%	40/4.2SOZ	CASE	$8.38	EACH JUICE	N/A	40		FALSE		4	$0.21	$33.52	$33.52		
CHIP TORTILLA TRI YEL UNSL	1/12 LB	CASE	$0.00	LB	2 Grain	12		FALSE		400	$0.00	$0.00	$0.00		
SUNFLOWER KERNEL HNY RSTD	150/1.2 OZ	CASE	584.44	EACH	1 M/MA	150		FALSE		65	$0.58	$5,469.60	$5,486.60		
CRACKER WHEAT	150/.8 oz	CASE	$34.75	EACH	1 Grain	150		FALSE		199	$0.23	$6,917.24	$6,917.24		
DONUT MINI SITE GLZ WG	72/2.75OZ	CASE	$50.32	EACH	2 Grain	72		FALSE		114	$0.70	$5,736.48	$5,736.48		
PANCAKE HTASRV WG BITE IW	72/2.4 OZ	CASE	$53.06	EACH IW	2 Grain	72		FALSE		137	$0.74	$7,269.22	$7,269.22		
MUFFIN ENGLISH FRK SPLIT PLAIN	144/2 OZ	CASE	$41.40	EACH	2 Grain	144		FALSE		60	$0.29	$2,484.00	$2,484.00		
WAFFLE JUMBO CO/RN WHL GRN	144/1.3 OZ	CASE	$38.91	EACH	1 Grain	144		FALSE		209	$0.20	$8,042.19	$8,042.19		
CROISSANT MARG RND SLI WG	150/1.5 OZ	CASE	$64.31	EACH	2 Grain	150		FALSE		57	$0.43	$3,665.67	$3,665.67		
CHIMICHANGA BEAN CHS SPCY NADA	60/5.5oz	CASE	$71.45	EACH	2 Grain/ 2 M/MA	60		FALSE		175	$1.19	$12,502.75	$12,502.75		
SPREAD HUMMUS CLS GRAIN N GO	48/2OZ	CASE	$25.16	EACH	1 M/MA	48		FALSE		229	$0.52	$5,750.88	$17,612.90		
CHICKEN BRST STRP GRL PCK	2/5 LB	CASE	$49.43	LB	2 M/MA	10		FALSE		200	$4.94	$9,886.00	$9,886.00		
CHICKEN BRST STRP WHL GRN CN	6/5 LB	CASE	$41.60	OZ	2 M/MA	30		FALSE		0		$0.00	#VALUE!		
DOUGH BREADSTICK CHEESY GARLIC	36/01 OZ	CASE	$51.91	OZ	1 Grain	360		FALSE		56	$0.14	$3,445.53	$2,722.39		
COOKIE TURKEY W	150/1 OZ	CASE	$81.87	EACH	1 Grain	150		FALSE		85	$0.41	$4,021.55	$4,021.55		
COOKIE CHRISTMAS TREE W/ W	150/1 OZ	CASE	$81.87	EACH	1 Grain	150		FALSE		85	$0.41	$4,021.55	$4,021.55		
GRAVY TURKEY W/ROASTED RTU	12/80 OZ	CASE	$59.37	OZ	N/A	960		FALSE		19	$0.10	$1,137.53	$1,137.53		
PEACH DICED CH EXTRA LS	6/#10	CASE	$62.24	#10 CAN	1/2 Cup Fruit	6		FALSE		104	$10.37	$6,472.96	$6,472.96		
SANDWICH TURKEY HAM CHS IW	72/4.75OZ	CASE	$92.41	EACH IW	2 Grain/ 2 M/MA	72		FALSE		59	$1.28	$5,470.67	$2,136.96		
YOGURT STRAWBERRY BANANA NFAT	48/4 OZ	CASE	$16.69	EACH	1 M/MA	48		FALSE		607	$0.35	$10,252.23	$10,252.23		
MUFFIN BLUEBERRY WHL GRN	48/2 OZ	CASE	$32.97	EACH	1 M/MA	48		FALSE		151	$0.69	$4,983.85	$17,556.53		
MUFFIN CHOC CHIP WHL GRAIN	60/2.15OZ	CASE	$36.28	EACH	1 Grain	60		FALSE		44	$0.60	$1,595.44	$1,595.44		
MUFFIN MINI CHOC CHIP WH GRN VW	100/1.8OZ	CASE	$33.61	EACH	1 Grain	90		FALSE		247	$0.37	$8,301.67	$8,301.67		
BEAN REFRIED DEHY VEGW/WHLBEAN	6/30OZ	CASE	$27.79	LB	1/2 Cup Veg	11.25		FALSE		38	$2.43	$982.44	$3,105.00		
PEPPER JALAPENO SLIT FIELD RUN	6/#10	CASE	$36.06	#10 CAN	N/A	6		FALSE		47	$6.50	$1,832.53	$1,832.53		
CHIP TORTILLA NACHO WHT RF WG	72/1 OZ	CASE	$4.82	EACH IW	1 Grain	72		FALSE		144	$0.06	$662.40	$662.40		
CHICKEN BITE BBQ SNCKR SO MEAL	1/30	CASE	$75.74	CT	1 G/ 2 M/MA / 1 Fruit/ 1 V	30		FALSE		162	$2.62	$12,765.88	$12,765.88		
MEAL KIT BEEF STICK	1/30 CT	CASE	$77.87	CT	1 G/ 2 M/MA / 1 Fruit/ 1 V	30		FALSE		442	$2.60	$34,440.64	$34,440.64		
ENTREE CHEESE CUP W/SALSA	1/30 CT	CASE	$78.74	CT	1 G/ 2 M/MA / 1 Fruit/ 1 V	30		FALSE		200	$2.62	$15,748.00	$15,748.00		
PANCAKE WHEAT CONFETTI	72/3.03OZ	CASE	$32.94	EACH	2 Grain	72		FALSE		265	$0.46	$8,384.40	$8,384.40		
PANCAKE MAPLE MINI EGGS	72/3.03OZ	CASE	$33.32	EACH	2 Grain	72		FALSE		39	$0.46	$1,299.48	$1,299.48		
SALSA VERDE MED	6/#10CAN	CASE	$56.80	#10 CAN	N/A	6		FALSE		2	$8.86	$113.72	$113.72		
FRANK ALL BEEF 6X1 6	2/5 LB	CASE	$54.32	LB	2 M/MA	10		FALSE		734	$4.43	$32,570.88	$32,570.88		
BATTER MUFFIN DBL CHOC WG	2/5#	CASE	$48.67	LB	2 Grain	18		FALSE		267	$3.70	$12,994.89	$12,994.89		

BATTER MUFFIN BANANA WG	2 Gram	WGBANMFIN-IR	2/9LB	CS	LB	18	36#	4752	Fixed Price	BATTER MUFFIN BANANA WG	2/9#	CASE	$48.67	LB	2 Gram	18		FALSE		264	$2.70	$12,848.88	$12,848.88
BATTER MUFFIN BLUEBERRY WG	2 Gram	WGBLUMFIN-IR	2/9LB	CS	LB	18	150	2700	Fixed Price	MUFFIN BATTER BLUEBRY WHLGRN	2/9 LB	CASE	$48.67	LB	2 Gram	18		FALSE		150	$2.70	$7,300.50	$7,300.50
BATTER MUFFIN CINN SRL WG	2 Gram	WGCINMFIN-IR	2/9LB	CS	LB	18	150	2700	Fixed Price	BATTER MUFFIN STREUSAL WG CWGR	2/9LB	CASE	$48.67	LB	2 Gram	18		FALSE		150	$2.70	$7,300.50	$7,300.50
BATTER MUFFIN LEMON WG	2 Gram	WGLEMMFIN-IR	2/9LB	CS	LB	18	150	2700	Fixed Price	BATTER MUFFIN LEMON WHL GRAIN	2/9 LB	CASE	$48.67	LB	2 Gram	18		FALSE		150	$2.70	$7,300.50	$7,300.50
CHIGRNL GRANOLA NF	1 Gram	STRSTSRUM	144/1OZ	CS	EACH	144	154	22176	Fixed Price	NO BID			NO BID	EACH		0		FALSE		0		#VALUE!	#VALUE!
GRANOLA CEREAL BULK	1 Gram	2WTAK547212	4/10LB	CS	OZ	200	73	15000	Fixed Price	CEREAL GRANOLA OATSN HNY BLKPK	4/50OZ	CASE	$58.95	OZ	1 Gram	200		FALSE		25	$0.26	$4,421.25	$4,421.25
CORN DOG CHICKEN	2 Grain/ 2 M/MA	36123	72/4OZ	CS	EACH	72	457	32904	Fixed Price	CORN DOG CHKN LF WG COMM	72/4 OZ	CASE	$45.09	EACH	2 Grain/ 2 M/MA	72		FALSE		457	$0.63	$20,606.13	$20,606.13
SYRUP TABLE	N/A	5353	150/1.5OZ	CS	EACH PACKET	150	174	17400	Fixed Price	SYRUP PANCAKE CUP	100/1.5 OZ		$21.32	EACH PACKET	N/A	100		FALSE		174	$0.21	$3,709.68	$3,709.68
SAUCE RED HOT BUFFALO WING	N/A	417747104-348730	4/1GAL	CS	GAL	4	19	76	Fixed Price	SAUCE WING BUFFALO RTU	4/1 GAL	CASE	$58.15	GAL	N/A	4		FALSE		19	$14.79	$1,123.85	$1,123.85
CEREAL GOLDEN GRAHAMS WG	1 Gram	19343	96/1OZ	CS	EACH	96	22	2112	Fixed Price	CEREAL GOLDEN GRAHAM BWLPK	96/1 OZ	CASE	$56.42	EACH	1 Gram	96		FALSE		22	$0.59	$1,241.24	$1,241.24
BWLPK 25% LSS SUG COCOA PFS WG	1 Gram	21888	96/1.06OZ	CS	EACH	96	365	35040	Fixed Price	CEREAL COCOA PUFFS BWLPK 25%LS	96/1.063Z	CASE	$40.96	EACH	1 Gram	96		FALSE		365	$0.43	$15,709.60	$15,709.60
MULTIGRAIN CHEERIOS BOWL PAK GF	1 Gram	22263	96/1OZ	CS	EACH	96	280	27072	Fixed Price	CEREAL CHEERIOS MLTIGRN GLTN F	96/1 OZ	CASE	$40.96	EACH	1 Gram	96		FALSE		282	$0.43	$11,550.72	$11,550.72
BOWL 25% LSS CINN TST CRNCH WG	1 Gram	25444	96/1OZ	CS	EACH	96	357	34272	Fixed Price	CEREAL CINN TST RDUC SUG BWLPK	96/1 OZ	CASE	$40.96	EACH	1 Gram	96		FALSE		357	$0.43	$14,622.72	$14,622.72
BOWL PAK CHEERIOS	1 Gram	32262	96/1OZ	CS	EACH	96	204	19584	Fixed Price	CEREAL CHEERIOS GF BWLPK	96/1 OZ	CASE	$40.96	EACH	1 Gram	96		FALSE		204	$0.43	$8,355.84	$8,355.84
BOWL PAK 25% LSS SUGAR TRX WG	1 Gram	31227	96/1OZ	CS	EACH	96	265	25440	Fixed Price	CEREAL TRIX BWLPK 25% LESS SGR	96/1 OZ	CASE	$40.96	EACH	1 Gram	96		FALSE		265	$0.43	$10,854.40	$10,854.40
RST FLVR CHKPEA COOLN RNCH IM	1 M/MA	69-CF186	12/91.16OZ	CS	EACH PK	125	44	5500	Fixed Price	NO BID			NO BID	EACH PK		0		FALSE		0		#VALUE!	#VALUE!
REGULAR CREAM CHEESE CUPS	N/A	FG434103	100/1OZ	CS	EACH	100	257	25700	Fixed Price	CHEESE CREAM PLAIN SPREAD CUP	100/1OZ	CASE	$25.50	EACH	N/A	100		FALSE		257	$0.26	$7,573.50	$7,573.50
51% HONEY BELLY BEARS WG	1 Gram	36071	200/1OZ	CS	EACH	200	2	400	Fixed Price	CRACKER GRAHAM HNY BELLY BEAR	200/1OZ	CASE	$34.45	EACH	1 Gram	200		FALSE		2	$0.17	$68.90	$68.90
BELLY BEARS CINNAMON 51% WG	1 Gram	16072	200/1OZ	CS	EACH	200	5	1000	Fixed Price	CRACKER GRAHAM CIN BELLY BEAR	200/1OZ	CASE	$50.59	EACH	1 Gram	200		FALSE		5	$0.25	$294.45	$294.45
BELLY BEARS CHOCOLATE 51% WG	1 Gram	16070	200/1OZ	CS	EACH	200	508	101600	Fixed Price	CHOCKER GRAHAM CHOC BELLY BEAR	200/1OZ	CASE	$34.45	EACH	1 Gram	200		FALSE		509	$0.17	$19,240.78	$19,240.78
SAUCE SWEET CHILI GF	N/A	73482	6/LB	CS	LB	30	9	193	Fixed Price	SAUCE SWEET CHILI	3/4 KG		$63.31	LB	N/A	26.46		FALSE		4	$2.41	$381.60	$381.73
HONEY GRAHAMS CRACKERS NF	1 Gram	37135.39408	200/1OZ	CS	EACH	200	156	31800	Fixed Price	CRACKER GRAHAM HONEY-RITE	200/1OZ		$34.27	EACH	1 Gram	200		FALSE		159	$0.12	$3,898.93	$3,898.93
CEREAL BWLPK APPLE JACKS RB WG	1 Gram	34000-78597	96/1OZ	CS	EACH	96	287	27552	Fixed Price	CEREAL CHEERIOS APL CIN GLTN F	96/1 OZ	CASE	$40.96	EACH	1 Gram	96		FALSE		287	$0.43	$11,755.52	$11,755.52
CEREAL BOWL FROOT LOOPS NS WG	1 Gram	38000-78598	96/1OZ	CS	EACH	96	379	36384	Fixed Price	CEREAL FROOT LOOP REDSUG INDV	96/1 OZ	CASE	$33.35	EACH	1 Gram	96		FALSE		379	$0.35	$12,639.65	$12,639.65
CEREAL FLAKES FROSTED WG	1 Gram	38000-01306	96/1OZ	CS	EACH	96	87	8432	Fixed Price	CEREAL CORN FLAKES FRSTD BWLPK	96/1 OZ	CASE	$56.42	EACH	1 Gram	96		FALSE		87	$0.59	$3,780.14	$3,780.14
CHEEZ-IT WG CRACKIN IM	1 Gram	24139.10450	60/1OZ	CS	EACH	96	50	4800	Fixed Price	CRACKER CHEEZITS WHL GRAIN	175/1.25 OZ		$41.90	EACH	1 Gram	175		FALSE		91	$0.34	$3,782.65	$1,136.29
SAUCE BUFFALO WING CUP	N/A	SU172845	100/1.5OZ	CS	EACH	100	5	500	Fixed Price	SAUCE WING BUFFALO CUP	72/2OZ		$29.49	EACH	N/A	72		FALSE		4	$0.41	$196.16	$204.79
PANCAKES 4" BUTTERMILK WG	1 Gram	38349477715	144/1.4OZ	CS	EACH	144	195	28080	Fixed Price	PANCAKE GRAIN WHL 4	144/1.4OZ	CASE	$43.66	EACH	1 Gram	144		FALSE		195	$0.30	$8,513.70	$8,513.70
CHIPS POTATO REGULAR	N/A	16846	1/25LSOZ	CS	EACH	125	5	625	Fixed Price	CHIP POTATO KFG SNG SRV	104/1OZ	CASE	$43.21	EACH	N/A	104		FALSE		4	$0.42	$187.24	$249.29
CONCHA VANILLA PIECE WG IM	2 Grain	1450	84/3.75OZ	CS	EACH	84	80	6720	Fixed Price	BREAD PAN DULCE VARIETY 1450	84/3.1 OZ	CASE	$53.19	EACH	2 Grain	84		FALSE		80	$0.63	$4,255.20	$4,255.20
DRESSING CAESAR	N/A	80326	4/1GAL	CS	GAL	4	38	152	Fixed Price	DRESSING CAESAR CREAMY RFG	4/1 GAL	CASE	$59.64	GAL	N/A	4		FALSE		20	$22.41	$1,792.80	$1,792.80
TORTILLA 12" FLOUR	N/A	100234	6/12CT	CS	COUNT	135	115	13800	Fixed Price	TORTILLA FLOUR PRSD 10IN	6/20 CT	CASE	$25.38	COUNT	N/A	120		FALSE		115	$0.21	$2,918.70	$2,918.70
CHICKEN DOUBLE DOG IW	2 Grain/ 2 M/MA	DDW00	48/4OZ	CS	EACH	80	5	380	Fixed Price	SANDWICH DBL DOG CHKN BW	60/4 OZ		$63.71	EACH	2 Grain/ 2 M/MA	60		FALSE		5	$1.06	$318.55	$318.55
CONCHA VANILLA WG IM	2 Grain	70354	63/2.25OZ	CS	EACH	63	350	22050	Fixed Price	BREAD PAN DULCE WHITE CONCHA	64/2.25OZ	CASE	$53.62	EACH	2 Grain	64		FALSE		350	$0.63	$15,800.28	$15,973.93
CONCHA CHOC WG IM	2 Grain	70364	63/2.25OZ	CS	EACH	63	68	4284	Fixed Price	BREAD PAN DULCE CHOC	64/2.25OZ	CASE	$53.19	EACH	2 Grain	64		FALSE		49	$0.63	$2,629.31	$2,691.16
SAUCE ZESTY ORANGE	N/A	43016/54742	4/3GAL	CS	GAL	2	28	56	Fixed Price	SAUCE ORANGE ZSTY	4/.5GAL	CASE	$52.38	GAL	N/A	2		FALSE		20	$26.19	$1,047.60	$1,047.60
CEREAL GRANOLA SUG CINN BULK	1 Gram	23132000	4/50OZ	CS	OZ	200	5	1000	Fixed Price	CEREAL GRANOLA CINNAMON LS SGR	4/50 OZ	CASE	$56.95	OZ	1 Gram	200		FALSE		5	$0.29	$294.75	$294.75
SAUCE ALFREDO POUCH	N/A	48502 / UP 501122	4/5# OZ	CS	OZ	320	135	41600	Fixed Price	SAUCE ALFREDO	4/5LB		$51.11	OZ	N/A	320		FALSE		130	$0.16	$6,644.30	$6,644.30
PAN SPRAY COATING	N/A	83111	6/17OZ	CS	OZ	102	23	2350	Fixed Price	PAN COATING ALL PURPOSE	6/17 OZ	CASE	$37.03	OZ	N/A	102		FALSE		25	$0.38	$925.75	$925.75
GRAHAM GOLDFSH CINN GRNT WG	1 Gram	25570	300/.85OZ	CS	EACH	300	129	38700	Fixed Price	CRACKER GRAHAM GFISH CINN GRN	300/.9 OZ	CASE	$49.80	EACH	1 Gram	300		FALSE		129	$0.28	$7,714.20	$7,714.20
CRACKERS GOLDFISH CHEDDAR WG	1 Gram	19390	300/.75OZ	CS	EACH	300	2	600	Fixed Price	CRACKER GOLDFISH CHDR WHGR COL	300/.75 OZ	CASE	$68.60	EACH	1 Gram	300		FALSE		2	$0.23	$137.20	$137.20
WAFFLE MINI MAPLE MADNESS IW	2 Grain	52268	72/2.47OZ	CS	EACH	72	4	288	Fixed Price	WAFFLE MAPLE MADNESS MINI	72/2.47 OZ	CASE	$43.66	EACH	2 Grain	72		FALSE		4	$0.61	$174.64	$174.64
TOAST FRENCH MINI TRIX IW	2 Grain	37308	72/3.35OZ	CS	EACH	72	69	4968	Fixed Price	TOAST FRENCH MINI TRIX	72/2.64 OZ	CASE	$43.14	EACH	2 Grain	72		FALSE		69	$0.60	$2,976.66	$2,976.66
ROLL MINI CINNEL CINNAN WG IM	2 Grain	32868	72/3.25OZ	CS	EACH	72	270	19440	Fixed Price	ROLL CINN MINI CINNI	72/2.29 OZ	CASE	$48.67	EACH	2 Grain	72		FALSE		270	$0.65	$12,980.90	$12,980.90
BBQ SAUCE MILD	N/A	17911	4/1GAL	CS	GAL	4	27	108	Fixed Price	SAUCE BBQ MILD	4/1 GAL	CASE	$54.72	GAL	N/A	4		FALSE		27	$13.68	$1,477.44	$1,477.44
DRESSING BUTTERMILK RANCH	N/A	3716037228101/83048	200/1/2GM	CS	EACH	200	704	140800	Fixed Price	DRESSING RANCH BUTTERMILK PKT	200/12GM	CASE	$21.38	EACH	N/A	200		FALSE		704	$0.11	$14,981.12	$14,981.12
MAYONNAISE PACKETS BW	N/A	7 16537 5+12	200/9GR	CS	EACH PACKET	200	225	45000	Fixed Price	MAYONNAISE PACKET	500/9G	CASE	$44.64	EACH PACKET	N/A	500		FALSE		563	$0.09	$25,110.00	$4,017.60
RELISH SWEET PACKETS BW	N/A	7 16537 5+12	200/9GR	CS	EACH PACKET	200	47	9400	Fixed Price	RELISH SWT GRN PKT	200/9 GM	CASE	$12.22	EACH PACKET	N/A	200		FALSE		47		#REF!	#VALUE!
DOUGH CINNAMON ROLL	2 Gram	3476	12/5.25OZ	CS	EACH	120	134	16080	Fixed Price	DOUGH ROLL CINNAMON CH LBL	12/62.5 OZ	CASE	$36.15	EACH	2 Grain	120		FALSE		134	$0.10	$1,637.48	$1,637.48
GRANOLA STRAWBERRY WG	1 Gram	3080894	50/1OZ	CS	EACH	250	90	12500	Fixed Price	CEREAL GRANOLA STWBRY 1OZ	250/1OZ	CASE	$81.88	EACH	1 Gram	250		FALSE		50	$0.14	$1,807.50	$1,807.50
STRING CHEESE IW	1 M/MA	19168	168/1OZ	CS	EACH	168	87	14616	Fixed Price	CHEESE MOZZ STRING	168/1OZ	CASE	$38.52	EACH	1 M/MA	168		FALSE		87	$0.49	$7,132.26	$7,132.26
SOY MILK VERY VANILLA	N/A	12648/53481B	18/9OZ	CS	EACH	18	12	216	Fixed Price	MILK SOY VAN SLK ASP PRISMA	18/8 OZ	CASE	$14.36	EACH	N/A	18		FALSE		12	$2.15	$463.44	$463.44
GRAHAM HALLOWEEN SHAPED	2 Gram	03810	288/1OZ	CS	EACH	288	24	6900	Fixed Price	COOKIE PUMPKIN IW	150/1.1OZ	CASE	$81.87	EACH	1 Grain	150		FALSE		26	$0.10	$366.18	$650.98
NUGGETS BAT CHICKEN WG	2 M/MA	43917-6	213/2.75OZ	CS	EACH	213	187	39831	Fixed Price	CHICKEN NUG BAT SHAPE WG	213/2.75 OZ	CASE	$51.78	EACH	2 M/MA	213		FALSE		187	$0.24	$8,647.26	$8,647.26
BREADED POLLOCK SQUARES	2 M/MA	GH3811	10LB	CS	LB	10	135	1350	Fixed Price	POLLOCK BRD RECT PAR WGCN 3.6Z	2/5 LB	CASE	$47.21	LB	2 M/MA	10		FALSE		135	$4.72	$6,373.35	$6,373.35
CREAMY SUNBUTTER CUPS	N/A	19426/612559	140/2.2OZ	CS	EACH	140	2	280	Fixed Price	SUNFLOWER BUTTER CREAMY 2.2OZ	140/2.2 OZ	CASE	$35.75	EACH	N/A	140		FALSE		2	$0.68	$191.40	$191.40
JUICE 100% ORANGE CARTON	N/A	30100	72/4OZ	CS	EACH	72	967	69624	Fixed Price	JUICE ORANGE 100% CRTN	72/4 OZ	CASE	$19.08	EACH	N/A	72		FALSE		967	$0.28	$19,228.76	$19,228.76
SUNFLOWER KERNEL VAY RST BI	1 M/MA	12317/91232204	10/1.2OZ	CS	EACH	110	90	15000	Fixed Price	SUNFLOWER SEED RSTD SALT 1OZ	150/1 CT	CASE	$38.69	EACH	1 M/MA	150		FALSE		90	$0.26	$3,482.10	$3,482.10
SUNFLOWER KRNL ROASTED SALT BI	1 M/MA	12525/53784691	150/1OZ	CS	EACH	150	70	10500	Fixed Price	SUNFLOWER SEED RSTD SALT 1OZ	150/1 CT	CASE	$38.69	EACH	1 M/MA	150		FALSE		70	$0.26	$2,708.30	$2,708.30
SUNFLOWER KRNL ROASTED SALT BI	1 M/MA	FG11005057212/2532	150/1OZ	CS	EACH	150	70	10500	Fixed Price	SUNFLOWER SEED RSTD SALT 1OZ	150/1 CT	CASE	$38.69	EACH	1 M/MA	150		FALSE		70	$0.26	$2,708.30	$2,708.30
CHICKPEAS SEA SALT	1 M/MA	12348/13503844	15/0.78OZ	CS	EACH	150	135	20250	Fixed Price	SNACK CHICKPEA SEA SALT	25/0.75 OZ	CASE	$92.22	EACH	1 M/MA	250		FALSE		225	$0.37	$20,749.50	$7,666.82
BUN BAKED CINNAMON WG IM	2 Grain	6070	72/3.8OZ	CS	EACH	72	154	11249	Fixed Price	BUN CINNAMON BKD WHL WHEAT	72/3.8 OZ	CASE	$42.60	EACH	2 Grain	72		FALSE		154	$0.60	$7,839.40	$7,839.40
RICE JASMINE	1 Grain	8-592786--11	25LB	CS	LB	25	60	1500	Fixed Price	RICE JASMINE THAI PR GRADE	1/25LB	CASE	$26.14	LB	1 Grain	25		FALSE		60	$1.05	$1,568.40	$1,568.40
CHICKEN PIMTO RICE BOWL	2 Grain/2 M/MA	8-52724-10879-7	36.5OZ	CS	EACH	36	3	72	Fixed Price	CHICKEN FRIED RICE BOWL	36/5 OZ	CASE	$79.14	EACH	2 Grain/2 M/MA	36		FALSE		2	$2.31	$159.08	$159.08
MI RANCHO FLOUR TORTILLA 8.25"	N/A	10035/41100	15/9CT	CS	COUNT	200	20	4000	Fixed Price	TORTILLA FLOUR PRESS 8 IN	24/12CT	CASE	$49.71	COUNT	N/A	288		FALSE		29	$0.17	$1,431.85	$686.42
Chili TOMATO PASTE	N/A	10169/41100	6/#10	CS	#10 CAN	6	10	60	Fixed Price	TOMATO PASTE FANCY CA	6/#10 CT	CASE	$47.04	#10 CAN	N/A	6		FALSE		10	$7.84	$470.40	$470.40
KELLOGGS MINI RICE KRISPIE TREAT	N/A	28000-51109/57717	600/0.39OZ	CS	EACH	600	49	29400	Fixed Price	SNACK BAR RICE KRISPIES MINI	1/600 CT	CASE	$58.18	EACH	N/A	600		FALSE		48	$0.16	$4,712.64	$4,712.64
CAN GRANULATED SUGAR XFINE CANE	N/A	40479/61535146	24/1LB	CS	LB	24	6	144	Fixed Price	SUGAR GRANULATED XFINE CANE	24/1 LB	CASE	$30.57	LB	N/A	24		FALSE		5	$1.27	$151.85	$151.85
SUPIMOS SPICE PARSLEY FLAKE	N/A	87432/5229255	11 OZ	EA	OZ	10	20	200	Fixed Price	SPICE PARSLEY FLAKE	3/100Z	CASE	$41.07	OZ	N/A	30		FALSE		60	$1.37	$2,464.20	$273.80
SUPIMOS SPICE PAPRIKA GROUND	N/A	87431/5229114	18OZ	EA	OZ	18	39	585	Fixed Price	SPICE PAPRIKA GROUND	6/18 OZ	CASE	$58.53	OZ	N/A	108		FALSE		120	$0.54	$7,023.60	$1,195.10
SUPIMOS SPICE PEPPER BLK GROUND FINE	N/A	80010/80807/8806415	18 OZ	EA	OZ	18	20	360	Fixed Price	SPICE PEPPER BLK TABLE GRND MS	6/18 OZ	CASE	$111.36	OZ	N/A	108		FALSE		120	$1.03	$13,365.60	$371.27
LAUSYS GAR IC SALT IMPARTS Y	N/A	21300/80307/110342	28OZ	EA	OZ	28	50	1400	Fixed Price	SPICE GARLIC SALT W/PARSLEY	6/28 OZ	CASE	$54.63	OZ	N/A	168		FALSE		300	$0.33	$16,449.00	$456.92
SUPIMOS SPICE CUMIN GRND	N/A	87428/5229713	14OZ	EA	OZ	14	20	280	Fixed Price	SPICE CUMIN GRND	6/14 OZ	CASE	$65.30	OZ	N/A	84		FALSE		120	$0.78	$7,836.00	$217.67
SYS SUP GLIC GARLIC POWDER	N/A	88004/80805/20858	21OZ	EA	OZ	21	20	420	Fixed Price	SPICE GARLIC POWDR	6/21 OZ	CASE	$97.21	OZ	N/A	126		FALSE		120	$0.77	$11,665.20	$324.03
SYS SUPIMOS CHIPTN POWDER	N/A	3223123/514307	35OZ	EA	OZ	35	20	700	Fixed Price	SPICE ONION POWDER	6/35 OZ	CASE	$51.32	OZ	N/A	120		FALSE		120	$0.43	$6,158.40	$171.07
SYS OREGANO LEAVES SPICE CUS	N/A	30123/8357/0492837	1.75 LB	EA	LB	1.75	20	35	Fixed Price	SPICE OREGANO LEAVES	3/1.75LB	CASE	$49.97	LB	N/A	3.25		FALSE		60	$8.52	$2,998.20	$333.13
SUPIMOS CHICKEN COCONUT CURRY	2 M/MA	11-32515/34288	4/2.5LB	CS	LB	10	100	1000	Fixed Price	NO BID			NO BID	LB		0		FALSE		0		#VALUE!	#VALUE!
CL CHIPOTEN CHEESE TACO CRISPUPS	2 Grain/ 2 M/MA	5CUCCT154328	980/.70Z	CS	EACH	84	50	4450	Fixed Price	TACO CHKN & CHEESE CRISPUPS	980/.7 OZ	CASE	$78.30	EACH	2 Grain/ 2 M/MA	84		FALSE		50	$0.88	$3,915.00	$3,915.00
JUICE 100% APPLE SUNCUP	N/A	03030/5102484	72/4OZ	CS	EACH	72	50	3600	Fixed Price	JUICE APPLE 100% CRTN	72/4 OZ	CASE	$16.22	EACH	N/A	72		FALSE		50	$0.23	$816.00	$816.00
SB CINNAMON BUN GLAZED WG IM	2 Grain	80192/02363	72/3.8OZ	CS	EACH	72	100	7200	Fixed Price	BUN CINNAMON WHL GRN	75/2.25 OZ	CASE	$40.22	EACH	2 Grain	75		FALSE		104	$0.54	$4,189.58	$3,961.12
PILLSBURY TRIX MINI FRENCH TOAST	2 Grain	37308/12865	72/3.35OZ	CS	EACH	72	30	2808	Fixed Price	TOAST FRENCH MINI TRIX	72/2.64OZ	CASE	$34.45	EACH	2 Grain	72		FALSE		30	$0.48	$1,722.59	$1,722.59
FP SWEET PACKETS IM	N/A	20124/67150/17945/09	200/9GRM	CS	EACH PACKET	200	20	4000	Fixed Price	RELISH SWT GRN PKT	200/9 GM	CASE	$12.22	EACH PACKET	N/A	200		FALSE		20	$0.06	$244.40	$244.40
MIXING SWEET & SOUR SAUCE PACKET	N/A	46736/702202	250/.50Z	CS	EACH	250	20	5000	Fixed Price	SAUCE SWEET & SOUR	500/.5 OZ	CASE	$28.81	EACH	N/A	500		FALSE		40	$0.05	$1,072.40	$268.10
COSTA MACARONI WG LASAGNA NOODLES DF	N/A	ILAS/200.79	10LB	CS	LB	10	50	500	Fixed Price	PASTA LASAGNA WAVY	12/16OZ	CASE	$27.45	LB		12		FALSE		50	$2.29	$1,847.00	$1,143.75
CRASINS DRIED CRANBERRIES	1 Fruit	23447	200/1.16OZ	CS	EACH	200	20	4000	Fixed Price	CRANBERRY DRIED CRAISIN ORG	200/1.15 OZ	CASE	$58.98	EACH	1 Fruit	200		FALSE		20	$0.29	$1,176.80	$1,176.80
BEANS LOW SOD DARK RED KIDNEY	1 Vegetable	00174/63/30290	6/111OZ	CS	OZ	666	10	33308	Fixed Price	BEAN KIDNEY DK RED LOW SODIUM	6/#10	CASE	$32.96	OZ	1 Vegetable	642		FALSE		48	$0.05	$1,581.61	$1,709.91
GARBANZO BEANS	1 Vegetable	2019	6/#10	CS	#10 CAN	6	50	300	Fixed Price	BEAN GARBANZO FCY NO SULFITE	6/#10	CASE	$36.39	#10 CAN	1 Vegetable	6		FALSE		50	$6.07	$1,819.50	$1,819.50
FRUIT MIX LS	1 Fruit	30450	6/#10	CS	#10 CAN	6	50	300	Fixed Price	FRUIT MIX DICED CH EXTRA LS	6/#10	CASE	$63.93	#10 CAN	1 Fruit	6		FALSE		50	$10.66	$3,196.50	$3,196.50
CHOCOLATE CROISSANT WG	2 Grain	29991/2	144/CT	CS	CT	144	50	7200	Fixed Price	CROISSANT CHOC WHOLE GRAIN	144/3 OZ	CASE	$120.27	CT	2 Grain	144		FALSE		50	$0.84	$6,013.50	$6,013.50
SUNFLOWER KERNELS SPICY ROASTED	1 M/MA	C60000	25/1.2OZ	CS	EACH	250	50	12500	Fixed Price	NO BID			NO BID	EACH	1 M/MA	0		FALSE		0		#VALUE!	#VALUE!
CHICKPEAS COOL RANCH ROASTED	1 M/MA	69-CF142	25/95.75OZ	CS	EACH	250	50	12500	Fixed Price	SNACK CHICKPEA RANCH	25/0.75OZ	CASE	$92.22	EACH	1 M/MA	250		FALSE		50	$0.37	$4,611.00	$4,611.00
CHICKPEAS SPICY NACHO	1 M/MA	69-CF143	25/95.75OZ	CS	EACH	250	50	12500	Fixed Price	SNCK CHICKPEA SPICY NACHO	25/0.75OZ	CASE	$92.22	EACH	1 M/MA	250		FALSE		50	$0.37	$4,611.00	$4,611.00
CHIPS PITA CINNAMON SUGAR	N/A	49852	24/1.5OZ	CS	EACH	24	50	1200	Fixed Price	CHIP PITA LSS CINNAMON SUGAR	24/1.5OZ	CASE	$17.36	EACH	N/A	24		FALSE		50	$0.72	$868.00	$868.00
CHIPS PITA NAKED	N/A	49850	24/1.5OZ	CS	EACH	24	50	1200	Fixed Price	CHIP PITA LSS SIMPLY NAKED	24/1.5OZ	CASE	$17.36	EACH	N/A	24		FALSE		50	$0.72	$868.00	$868.00
NUGGETS SHAMROCK SHAPED WG	2 M/MA / 1 Grain	43283-6	10LB/3OZ	CS	LB	10	90	900	Fixed Price	CHICKEN NUG SHAMROCK	1/10 LB	CASE	$51.96	EACH	2 M/MA / 1 Grain	213		FALSE		1704	$0.24	$66,437.60	$194.93
NUGGETS HEART SHAPED WG	2 M/MA / 1 Grain	43284	10LB/3OZ	CS	LB	10	167	1670	Fixed Price	CHICKEN NUG HEART SHAPE WG	213/.75 OZ	CASE	$51.78	EACH	2 M/MA / 1 Grain	213		FALSE		3557	$0.24	$184,186.84	$405.97
EAT OMEGA 3 COCOA SWIRL CEREAL BITES	2 Grain/ 1 M/MA	163170	96/0.35OZ	CS	EACH	96	50	4800	Fixed Price	NO BID			NO BID	EACH	2 Grain/ 1 M/MA	0		FALSE		0		#VALUE!	#VALUE!
EAT OMEGA 3 VANILLA BEAN CEREAL BITES	2 Grain/ 1 M/MA	163171	96/0.35OZ	CS	EACH	96	50	4800	Fixed Price	NO BID			NO BID	EACH	2 Grain/ 1 M/MA	0		FALSE		0		#VALUE!	#VALUE!
EAT OMEGA 3 CINNAMON CEREAL BITES	2 Grain/ 1 M/MA	163174	96/0.35OZ	CS	EACH	96	50	4800	Fixed Price	NO BID			NO BID	EACH	2 Grain/ 1 M/MA	0		FALSE		0		#VALUE!	#VALUE!
EAT OMEGA 3 CHOCOLATE CHERRY MINI BAR	1 Grain	8-80018/2+11	144/0.85OZ	CS	EACH	144	50	7200	Fixed Price	NO BID			NO BID	EACH	1 Grain	0		FALSE		0		#VALUE!	#VALUE!
EAT OMEGA 3 CRANBERRY MINI BAR	1 Grain	163169	144/0.85OZ	CS	EACH	144	50	7200	Fixed Price	NO BID			NO BID	EACH	1 Grain	0		FALSE		0		#VALUE!	#VALUE!

EAT OMEGA 3 CINNAMON MINI BAR	1 Grain	153760	1440/.95OZ	CS	EACH	144	30	7200	Fixed Price	NO BID			NO BID	EACH	1 Grain	0		FALSE		0		#VALUE!	#VALUE!
CINN HEART SHAPED CRACKERS	1 Grain	57073	200/1OZ	CS	EACH	200	20	4000	Fixed Price	CRACKER SNACK HEART SHAPE WG	200/1 OZ	CASE	$57.36	EACH	1 Grain	200		FALSE		20	$0.29	$1,147.20	$1,147.20
BISCUIT HONEY BAKED WG	2 Grain	4275	100/2.25OZ	CS	EACH	100	50	5000	Fixed Price	BISCUIT BKD WHEAT WHL HNY SLI	100/2.25 OZ	CASE	$36.33	EACH	2 Grain	100		FALSE		50	$0.36	$1,816.50	$1,816.50
NOODLE CHOW MEIN VEGGIE 0 1% WG	2 Grain	8-83734-00302-7	14LB 2.8OZ	CS	LB	14	30	420	Fixed Price	NOODLE RAMEN WHL GRN WOODLES	1/45 EA	CASE	$40.43	EACH	2 Grain	48		FALSE		103	$0.84	$4,158.51	$353.76
EGG ROLL CHICKEN WG	1 Grain/ 1 M/MA	CDWFG-0501	96/2.5OZ	CS	EACH	96	25	2400	Fixed Price	EGGROLL CHICKEN WG	96/2.5 OZ	CASE	$78.70	EACH	1 Grain/ 1 M/MA	96		FALSE		33	$0.82	$2,361.00	$2,361.00
EGG ROLL VEGETABLE WG	1 Grain	DFG-7252	84/3OZ	CS	EACH	84	20	2520	Fixed Price	APTZR EGGROLL VEGETABLE WG	72/3.1 OZ	CASE	$56.21	EACH	1 Grain	72		FALSE		28	$0.78	$1,445.40	$1,987.35
CLMPLING CHC & VEGGIE WW	2 M/MA / 2 Grain	6-0105	6/2.5LB	CS	LB	20	30	600	Fixed Price	APTZR POTSTICKER WW CHKN/VEG	400/.8 OZ	CASE	$74.14	LB	2 M/MA/ 2 Grain	20		FALSE		30	$3.71	$2,224.20	$2,224.20
NAAN BREAD WG	1 Grain	6120150	120CT/1OZ	CS	EACH	120	30	3600	Fixed Price	BREAD FLAT NAAN	2/60 PK	CASE	$54.39	EACH	1 Grain	120		FALSE		30	$0.45	$1,627.80	$1,627.80

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL
RFP No. 2627-CNS01
Grocery Commercial Products

Submit proposals and all questions/inquiries to:

Alum Rock Union Elementary School District
Child Nutrition Services Department
2930 Gay Avenue
San Jose, CA 95127

Denisse B. Mendez, Director
Office: 408-928-6905
denisse.mendez@arusd.org

Proposals Due:
April 10, 2026 at 3:00 PM PST

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

RFP Schedule Of Events	**3**
Notice To Bidders	**4**
Request For Proposal No. 2627-CNS01	**5**
U.S. Department of Agriculture Nondiscrimination Statement	**6**
Proposal Submission Checklist - Attachment "1"	**7**
General Terms And Conditions	**8**
Service Level Agreement	**24**
Ordering/Delivery	**27**
Special Conditions and Instructions	**28**
Request For Proposal Signature Page - Attachment "2"	**29**
Evaluation Criteria - Attachment "3"	**30**
Vendor Questionnaire - Attachment "4"	**33**
References - Attachment "5"	**35**
Non-Collusion Declaration - Attachment "6"	**37**
Bidder's Statement Regarding Insurance Coverage - Attachment "7"	**38**
Workers' Compensation Certificate - Attachment "8"	**39**
Drug-Free Workplace Certification - Attachment "9"	**40**
Equal Opportunity Employment - Attachment "10"	**41**
Fingerprint Clearance Certification - Attachment "11"	**42**
Certification And Disclosure Statements - Attachment "12"	**43**
Suspension And Debarment Certification - Attachment "13"	**45**
Certification Regarding Lobbying - Attachment "14"	**47**
Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "15"	**51**
Contractor's Certificate Regarding	**53**
Alcoholic Beverage And Tobacco-Free Campus Policy - Attachment "16"	**53**
Clean Air And Water Certification - Attachment "17"	**54**
Buy American Certification Form - Attachment "18"	**55**
China Prohibition Certification - Attachment "19"	**57**
Contractor Certification: Prohibition On Political Contributions - Attachment "20"	**58**
Itemized Bid List - Attachment "21"	**60**

RFP Schedule Of Events

Date	Event
March 9, 2026	Release and advertisement of RFP No. 2627-CNS01
March 25, 2026	Deadline for submission of written questions to the District concerning RFP No. 2627-CNS01
April 10, 2026	Deadline for all submissions of RFP No. 2627-CNS01
April 10 - 24, 2026	Evaluation of Proposals
April 24, 2026	Estimated date of RFP Award Notification/s sent out
June 11, 2026	Estimated date of approval and award by the Board of Trustees
July 1, 2026	Contract Start Date

**ARUSD will use every effort to adhere to the schedule. However, ARUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at https://www.arusd.org/departments/business-services/child-nutrition-services/cns-requisition-for-proposals **

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Denisse B. Mendez
Director of Child Nutrition Services
denisse.mendez@arusd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

Notice To Bidders

REQUEST FOR PROPOSAL No. 2627-CNS01

The Alum Rock Union Elementary School District will receive a sealed Request for Proposal (RFP) from providers of commercial food products and services for the District's Child Nutrition Program.

Sealed Bids must be received prior to **April 10, 2026 at 3:00 PM PST**

Provider to submit:
(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Sealed Proposal packages shall be delivered to the **Child Nutrition Services Department** no later than **April 10, 2026 at 3:00 PM PST.**

Electronic version Proposals will be submitted with the following sections saved as separate files. and clearly labeled.

1. HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
2. Item List (filled out) in spreadsheet format.
3. Item List in PDF format
4. Completed questionnaire
5. The remaining portions of the proposal may be saved as one file. Items 1-4 may be included in this file, but must be saved separately under their own file names as well.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127, between the hours of 8:00am - 3:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal **will not be accepted.** The District can request the price sheet attachment in Excel format.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Child Nutrition Services
2930 Gay Avenue
San Jose, California 95127
Telephone (408) 928-6903

REQUEST FOR PROPOSAL (RFP)- COVER SHEET

Grocery Commercial Products

Request For Proposal No. 2627-CNS01

This is a request for proposal (RFP) for Grocery Commercial Products (RFP No. 2627-CNS01) for the Alum Rock Union Elementary School District 2026-2027 school year. An RFP packet may be obtained from the Child Nutrition Services Department website or by calling 408-928-6905 or emailing Denisse Mendez at denisse.mendez@arusd.org. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

MAIL PROPOSAL TO:

The RFP shall be mailed to the attention of:

Alum Rock Union Elementary School District
Child Nutrition Services Department, BLDG #500
2930 Gay Avenue, San Jose CA 95127
ATTN: Denisse B. Mendez
Grocery Commercial Products(RFP No. 2627-CNS01)

U.S. Department of Agriculture Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027 (PDF), found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

1. mail:
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW, Mail Stop 9410
   Washington, D.C. 20250-9410;

2. fax:
   202-690-7442; or

3. email:
   Program.Intake@usda.gov.

This institution is an equal opportunity provider.

Proposal Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name: Sysco San Francisco

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- [x] Proposal Submission Checklist (Attachment 1, this form)
- [x] Buy American Provisions Section (Page 16- Signed)
- [x] General Terms and Conditions Section (Page 24- Signed)
- [x] Service Level Agreement (Page 27 - Signed)
- [x] Ordering and Delivery Section (Page 28 - Signed)
- [x] Special Conditions and Instructions Section (Page - 30 Signed)
- [x] Request for Proposal Signature Page (Attachment 2)
- [x] Evaluation Criteria (Attachment 3)
- [x] Vendor Questionnaire (Attachment 4)
- [x] References with at least 5 References (Attachment 5)
- [x] Non Collusion Affidavit (Attachment 6)
- [x] Bidder's Statement Regarding Insurance Coverage (Attachment 7)
- [x] Worker's Compensation Insurance Certification Form (Attachment 8)
- [x] Drug Free Workplace Certification (Attachment 9)
- [x] Equal Opportunity Employment (Attachment 10)
- [x] Fingerprint Clearance/Criminal Background Investigation (Attachment 11)
- [x] Suspension and Debarment Certification (Attachment 13)
- [x] Certification Regarding Lobbying (Attachment 14)
- [x] Iran Contracting Act of 2010 Compliance Affidavit (Attachment 15)
- [x] Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 16)
- [x] Clean Air and Water Certification (Attachment 17)
- [x] Buy American Certification Form (Attachment 18)
- [x] China Prohibition Certification (Attachment 19)
- [x] Contractor Certification: Prohibition On Political Contributions (Attachment 20)
- [x] Itemized Bid List (Attachment 21)
- [x] Statement of Pricing (Include in your proposal)
- [x] HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- [x] W-9
- [x] Addenda

General Terms And Conditions

1. **GENERAL** - This information to bidders is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Denisse B. Mendez at the address listed below, email ***denisse.mendez@arusd.org*** or for document assistance, call Denisse B. Mendez at (408) 928-6905.

2. **RFPS** - To receive consideration, proposals shall be made per the following instructions. The Alum Rock Union Elementary School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All bidders will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Alum Rock Union Elementary School District – Attention – Denisse B. Mendez no later than 3:00 pm **April 10, 2026.** E-mail questions to ***denisse.mendez@arusd.org***. The Alum Rock Union School District shall not be obligated to answer any questions received after the above-specified deadline or any inquiries submitted in a manner other than those instructed above.

3. **INFORMATION ABOUT THE DISTRICT** - The District is located in Santa Clara County and has an estimated student enrollment for the 2026 - 2027 school year of approximately 6,400 students. The District has 6 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

   The District is seeking to:
   1. Ensure that students are receiving high quality Grocery products,
   2. Purchase high quality Grocery Commercial Productsat the best possible price,
   3. Offer more Grocery Commercial Productsthat include locally grown ingredients, and those that support Socially Disadvantaged Farmers when possible,
   4. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing Grocery products,
   5. Partner with a Grocery vendor that will provide excellent customer service.

4. **DEADLINE FOR RECEIPT OF RFPS** - RFPs must be received before 3:00:00 p.m. on **April 10, 2026,** after which the Proposals that have been received will be publicly read out, which vendors can attend virtually via Zoom. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the bidder, and submitted to:

Alum Rock Union Elementary School District
Child Nutrition Services
Attn: Denisse B. Mendez
2930 Gay Avenue
San Jose, CA 95127

- It is the Vendor's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.
- The Alum Rock Union Elementary School District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.

- Questions regarding the RFP and RFP documents will only be accepted if submitted in writing. Submit questions to Denisse B. Mendez by email: denisse.mendez@arusd.org. To receive consideration, RFPs/Proposals shall be made by the following terms:

5. **THE RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP in **blue ink**. An authorized officer shall sign the RFP under the correct firm name.

6. **"FAX" RFPs** - Facsimile copies of RFPs are not accepted.

7. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; an RFP that meets all of the specifications outlined in the RFP.

8. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the bidders before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.

9. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

10. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or of similar intent is considered as non-responsive to the particular item.

11. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). Errors may be crossed off and corrections made before RFP opening only and must be initialed in **blue ink** by the person signing the RFP or the bidder's authorized representative. All items are fixed price. At no time shall the prices charged to the District exceed the prices bid. Any price changes must be agreed to in writing by the District following reasonable notice to accept. If the bidder is substituting with like product, fixed pricing must be honored. Prices proposed for all fixed fee items will be for the period July 1, 2026 (beginning of school year) through June 30, 2027 (end of school year). Upon renewal, any goods added to the contract must be included in a contract amendment, if applicable. For each year of a renewed contract, a new basis for contract value, including the actual expenditures for the previous year plus the additional items, must be established.

    i. Itemized Bid List – The District's Itemized Bid List is attached hereto. Please read instructions provided in the item list. The District requires price per unit conversions in order to facilitate price comparisons.

    Proposals must include and all product info requested. Per Buy American guidance, the District will show preference to domestically sourced product. For any non-domestic grown or processed items offered by the Bidder, a domestic equivalent must be provided. If no domestic equivalent is not available, note this in the "Notes" section. The District reserves the right to choose domestic items based on affordability and

availability and if so will not include the equivalent non-domestic items in scoring the Bid. For any non-domestic products, justification must be provided.

The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed.

ii. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract

iii. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

12. **TAXES** - Local, State, or Federal taxes shall not be included in the proposal price term.

13. **PERFORMANCE GUARANTEE** - The successful bidder(s) may be required to provide a performance guarantee. Such requirements shall be at the discretion of the District's Assistant Superintendent of Business Services. A continuous performance bond of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Assistant Superintendent of Business Services is the preferred form of performance guarantee. Said bond shall be furnished within (5) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable RFP.

14. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing, and the test shows that the sample does not comply with the RFP specifications, the bidders(s) shall pay the examination cost. In bidding, the bidder(s) certifies that all materials conform to CAL OSHA and all other law requirements. Where applicable standards have been established, all equipment and individual components shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

15. **DISTRICT REQUIREMENTS-** The quantity shown is the estimated consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies, or services listed in the RFP are required during the contract and shall be ordered and purchased from the successful bidder(s). The District shall have the right to issue purchase orders up to and including the last day of the contract period, even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the contract such items as may be required for testing, evaluation, or experimental purposes or special programs of an emergency nature and purchases made by individual schools.

16. **ACCEPTANCE OR REJECTION OF RFP'S** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, also provided that the bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's approval of one or more additional items submitted in the same RFP. RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.

17. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.

18. **AWARDS** - The District reserves the right to determine that items bid meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Further, the Board of Education reserves the right to accept or reject any RFPs and waive any informality or irregularities in the bidding.

19. **EXECUTION OF CONTRACT-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms, Instructions, and Conditions.

20. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/ invoice shall accompany all shipments.

21. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.

22. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due to the bidder.

23. **INSURANCE** - The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract. ***The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming Alum Rock Union Elementary School District as an additional insured and requiring the bidder's insurance to be primary by separate endorsements as follows***: The bidder is required to

provide proof of insurance to the Governing Board of a comprehensive commercial general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury, sexual misconduct, and personal &advertising injuryshall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident: $2,000,000 aggregate. Property Damages shall be $1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage at no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Director of Child Nutrition Services, Denisse B. Mendez, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.

24. **INDEMNIFICATION** - Vendor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Vendor, the Vendor Parties in the performance of or failure to perform Vendor's obligations under this Agreement, including, but not limited to Vendor's or the Vendor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

25. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127. The successful bidder shall submit invoices under the same firm name shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.

26. **STATEMENT** - The successful bidder(s) shall render bills and/or statements to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA, 95127, following delivery of materials. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices, and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at the time of delivery and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs (i.e., CACFP and NSLP). A copy of a credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Department. The successful bidder(s) shall submit monthly electronic statements in Excel Format to the following name and address:

Alum Rock Union Elementary School District
Child Nutrition Services
2930 Gay Avenue
San Jose, CA 95127
Attention: Jazzy Nguyen
jazzy.nguyen@arusd.org

The Child Nutrition Service billing cut-off is the 25th of each school month, with the exceptions of the months of June and September, which shall be the 30th. The monthly statement shall be broken down by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by the Child Nutrition Services Department by the 10th of the following month. Payment by the District will be made within 45 days for service satisfactorily performed by the successful; bidder(s) after receipt of properly documented invoices/statements.

27. **VELOCITY REPORT** - The District reserves the right to request velocity reports for any items ordered throughout the contract Velocity reports will be delivered via email to better assist for inventory tracking purposes.

28. **APPLICABLE 'BUY AMERICAN' PROVISIONS** - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture.

    Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports ARUSD working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food and Nutrition Service (FNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

    The Buy American provision applies to ARUSD located in the forty-eight contiguous United States and is one of the procurement standards ARUSD Program Operators must comply with when purchasing commercial food products served in the school meals programs.

    Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by ARUSD.

    For products procured by ARUSD for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are:

Meats and meat alternates
Grains
Vegetables
Fruits
Fluid milk
Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by an ARUSD or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by ARUSD. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Nonavailable articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

ARUSD complies with the California Food and Agriculture Code (FAC) 58596.3, requirement that schools that receive $1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced nondomestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non- domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery. The request must include the:

(1) Alternative substitute(s) that are domestic and meet the required specifications:

(a) Price of the domestic food alternative substitute(s); and
(b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

(a) Price of the domestic food product; and
(b) Price of the non-domestic product that meets the required specification of the domestic product.

SFAs may document exceptions by maintaining records of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement reviews of local agency procurement practices.

One resource SFAs and State agencies may use in order to document exceptions is the market news reports available from AMS. AMS provides free, unbiased price and sales information on farm commodities at: https://www.ams.usda.gov/market-news. Using this website, SFAs and State agencies can find third-party verification of cost and availability of domestic and nondomestic foods. Further, SFAs may use the information to communicate alternatives with food suppliers and document purchase decisions.

Regulations require ARUSD to maintain documentation to demonstrate the use of exceptions. Items found on the Federal Acquisitions Regulations (FAR) 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), are exempt from the documentation requirement, but these items must be counted toward the cap on non-domestic purchases when that goes into effect.

The USDA developed an optional Buy American Standard Tracking Form Template that ARUSD can use to track both the exceptions and costs related to non-domestic product purchases. When ARUSD Program Operators purchases a product found on the FAR 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), this must be included on the tracker for the purpose of accurately tracking total non-domestic costs. The CDE encourages the use of the Buy American Tracking Form Template to document the use of exceptions to purchase non-domestic foods under the Buy American provision. The Buy American Standard Tracking Form is available in the CNIPS, Download Forms, Form ID PRU 10.

Documentation must be on file for at least the current year plus three years and must be made available during an on-site administrative review and an off-site procurement review.

The District reserves the right to reject any proposals that do not meet the non-domestic food purchases cap of 8 percent.

The District requires appropriate documentation for any proposed product that does not meet the Buy American requirements.

I/we Sysco San Francisco **, certify that only domestic commodity or food/beverage products will be supplied to ARUSD unless otherwise mutually agreed upon and pre-approved by ARUSD .**

4/2/26

Signature **Date**

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

ARUSD will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between ARUSD and the vendor and documented.

29. **FUEL CHARGES** - No fuel surcharges will be accepted under this contract, and the addition of such charges shall not be permitted during the period of the term of this contract.

30. **MULTI-YEAR EXTENSIONS**: Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years not to exceed three (3) years. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
    - The District has deemed the products and services of the vendor satisfactory.
    - The Vendor shall submit a list of the price increases for the next fiscal year (July 1- June 30) by the last business day in April. Price increase must not exceed the current year's San Francisco Area Consumer Price List with a maximum of 5% per contract term.
    - Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.

31. **LIMITATIONS** - The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.

32. **AWARD** - The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. The District further reserves the right to contract the work with whomever and in whatever manner the District decides to abandon the work entirely and to waive any informality or

non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

This contract will be awarded to single or multiple responsive and responsible bidders who meet RFP terms and conditions. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.

The committee may investigate the qualifications of the bidder/vendor under consideration, require confirmation of information furnished by the bidder/vendor, and require additional information and evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the vendor.
The committee will make a recommendation to the Board of Trustees.

The Director of Child Nutrition Services will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Child Nutrition Services Department will issue an intent to Award Letter to the successful bidder(s). The Alum Rock Union Elementary School District Board of Education will formally award the award.

33. **BASIS OF AWARD**

The Board of Trustees of the Alum Rock Union Elementary School District intends to award the RFP based on price, delivery specifications, minimum delivery amounts, technology and reports, food tasting, and service per the specifications herein. Parties will be assigned a score based on these criteria. Please refer to the evaluation criteria on page 27. Grocery Commercial Productsvendor shall be awarded the bid for service between **July 1, 2026, through June 30, 2027.**

a. The Alum Rock Union Elementary School District reserves the right to reject quotations and waive any formality in the bidding.
b. Awarded vendors will be required to enter into a contract with Alum Rock Union Elementary School District.
c. "The District reserves the right to eliminate from consideration any vendor whose bid response covers less than twenty-five percent (25%) of the total line items included in the Itemized Bid List. Vendors who fail to meet this minimum bidding threshold may be deemed non-responsive and disqualified from award."
d. The District reserves the right to reject proposals for any items that do not meet the District's minimum Meal Component Equivalent as outlined on the Item List.

33. **PROPOSAL PROTEST PROCEDURES**

A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The Districts Child Nutrition Services Director will receive the protest in writing no later than 3:00 p.m. after the fifth (5^{th}) business day following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.
B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.

C. **Resolution of Controversy**: Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within thirty- (30) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.

D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

Alum Rock Union Elementary School District
Teresa DeCelles
Business Services Department
2930 Gay Avenue
San Jose, CA 95127

E. **Appeal Review and Finality**: The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Child Nutrition Director and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The Assistant Superintendent of Business Services or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.

F. **Reservation of Rights to Proceed with Contract Pending Appeal**: The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

G. **Waiver:** The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under to the California Government Code, or filing of any other legal proceedings.

34. **PROVISIONS**:

A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

B. **Binding Effect** - This Agreement shall inure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.

C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.

E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. **Hold Harmless Clause** - The successful bidder(s) agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or insure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. **Prevailing Law** - In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.

I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.

J. **Permits and Licenses** - The successful bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.

K. **Toll Charges** - If the District places toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder(s) shall accept charges for such calls on a reverse charge basis.

L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the District.

N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be

discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require compliance by all subcontractors employed on the work by them.

O. **Termination For Cause And Convenience** -

(1) *Performance Period.* If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the District shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this Contract shall, at the option of the District, become the property of the District, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

(2) *Post-Performance Period.* If the Contractor fails to make delivery of goods or services under this Contract within the time specified or any extension thereof, or otherwise fails to comply with the provisions of this Contract, the District may terminate the right of the Contractor to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of such termination, the District may procure, upon such terms and in such manner as it may deem appropriate, goods or services similar to those terminated, and the Contractor shall be liable to the District for any excess costs for such similar goods or services, provided that the Contractor shall continue performance of this Contract to the extent not terminated.

(3) *Termination for Convenience of the District.* The District may terminate this Contract, in whole or in part, whenever the District determines that such termination is in the best interest of the District. Whenever this Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed under this Contract prior to termination, as determined by the District based on evidence submitted by the Contractor and acceptable to the District. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

(4) *Notice and Obligations.* All such terminations shall be effected by delivery to the Contractor of a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to the District all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

(5) *Payment Upon Termination.* In the event of termination, all finished or unfinished documents, data, and reports prepared by the Contractor under this Contract shall become

the property of and delivered to the District on demand. If this Contract is terminated before performance is completed, the District shall pay the Contractor only for that work satisfactorily performed for which costs can be substantiated. Such payment shall be determined by negotiation between the parties on the basis of work done and costs incurred. If the parties cannot agree on an amount of payment, the dispute will be resolved in accordance with the Dispute Resolution provision in this Contract. The Contractor shall not be paid for work done after receipt of the Notice of Termination.

P. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

Q. **Cancellation for Insufficient or Non-Appropriated Food Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

R. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in or omissions from the RFP documents, they may submit to the Child Nutrition Services Director of the Alum Rock Union Elementary School District a written email request for clarification and the response to it will be e-mailed to all bidder(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.

S. **Product Shortages** - If the successful bidder(s) cannot supply any product listed herein, the District may purchase the said product at a fair market value from another source. The difference in cost and all delivery charges shall be the supplier's responsibility, listed in the original contract agreement.

T. **Failure to Fulfill Contract** – When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with the vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner with another vendor as seems to the Board of Trustees to be to the best advantage to the District. Any failure to furnish such articles or services by reason because of the vendor or contractor, as above stated, shall be the liability against the vendor and his sureties. The District reserves the right to cancel any articles or services that the successful bidder may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the bidder's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

U. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

V. **Attorneys' Fees** – In the event of any dispute between the District and the Vendor about this contract or the services or products provided hereunder, the prevailing party (as determined by the

court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorney's fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

35. **CERTIFICATIONS**

A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:

a. Section 306 of Clean Air Act (42 U.S.C. 1847(h)):
b. Section 508 of the Clean Water Act (33 U.S.C. 1368);
c. Executive Order 11738;
d. Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPS's List of Violating Facilities

C. **Suspension and Debarment Certifications:** The USDA Certification Regarding Debarment must accompany this proposal and each **subsequent** additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

D. **Lobbying**: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration

E. **Energy Policy and Conservation Act:** The Vendor shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. **Contract Work Hours and Safety Standards Act Compliance:** In the performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

G. **The Certification Regarding the Iran Contracting Act**

H. **The Contractors Certification** - Regarding Drug-Free Workplace

I. **The Contractors Certification** - Alcoholic Beverages and Tobacco-Free Workplace

J. **The Contractors Certification** – Workers' Compensation

K. **Equal Opportunity -**

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT
Alum Rock Union Elementary School District
By: _____
Sandra Garcia
Title: Interim Superintendent

Address:
2930 Gay Avenue
San Jose, CA 95127
Phone No: (408) 928-6903

Fax No: (408) 928-6413

PROVISIONER
Sysco San Francisco
By: Summer B. Knight 4/2/26

Title: Region Contract and Bid Manager

Address:
5900 Stewart Ave, Fremont, CA 94538

Phone No: c. 209-596-9438
Fax No. N/A

Service Level Agreement

Below are the service expectations from the successful bidder upon receiving the award for this RFP. The successful bidder must understand and agree to the following service levels to enter into an agreement with Alum Rock Union Elementary School District. The bidder must know that the District's Grocery Commercial ProductsRFP includes not only the purchase of products; but also service and delivery expectations that must be agreed to before entering into this agreement. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of a lack of such examination, inquiry, or knowledge.

General Instructions: RFPs are requested for furnishing Grocery Commercial Productsfor the period of (1) year and the possibility of two (2), one (1) year extensions. This RFP will be for contracting from *July 1, 2026 - June 30, 2027.*

1. Failure to meet these specifications shall entitle the District to cancel the contract with a 30-day notice.
2. All products specified will be purchased from the successful bidder(s) selected. Due to school demand, the District reserves the right to add or remove products as necessary. The price of such items shall be negotiated between the District and the Distributor using a similar markup percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement.
3. Unless otherwise specified, all products must follow the specifications indicated. All products must be fresh and U.S. Grade 1 or better. All processed fruits and vegetables must be sealed in airtight packaging. In the event of product quality failure, including but not limited to off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable product factors, provisions must be made for pick up, exchange and issuance of appropriate credit. Additionally, products will be delivered free of infestation, including but not limited to larvae and rodent droppings.
4. Cases and packages shall be constructed to ensure safe and sanitary transportation to the point of delivery. All packaging materials shall be FDA-approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected, returned for credit, or immediate replacement, at no cost to the District for a product, freight, or re-delivery.
5. In the interest of serving the highest quality foods to students. This "Best Served On" date will assist menu planners in placing foods on optimal days of the week to maximize quality. The Distributor shall follow appropriate procedures for the first in, first out (FIFO) stock rotation system.
   The Distributor agrees to permit inspection of the delivered items by a representative of the District's Child Nutrition Services Department with the right to reject inferior merchandise. The District's decision shall be final, and credits must be provided upon request. All perishable products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the district between 35° and 38° Fahrenheit.
6. HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM – The Distributor shall follow appropriate handling and storage practices: including providing proof of established sanitation procedures and an active pest control program to ensure proper information. A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system or Food Safety and Security Program must be submitted with this proposal. Distributors shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, the Distributor shall ensure that all products received under this contract shall be prepared, handled, and stored per the health and sanitation standards for the County of Santa Clara or the local/city/county agency in which the product was produced, State of California, and

Federal Government, whichever is higher. In case of a product contamination issue, Distributor shall provide traceback capabilities for all products to the point of origin. Evidence of such procedures should be submitted with the proposal (HACCP Plan or Food Security and Safety Program including Pest Control Policy and Recall Procedures).

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PRODUCT QUALITY PARAMETERS WILL BE REJECTED.

7. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the awarded bidder and the District, the District will deduct the total lost reimbursement from the supplier's current invoices. The distributor must guarantee a 90% fill rate for all District orders.
8. Quarterly, the successful bidder shall submit a complete listing with usages of all products purchased by the District.
9. All products delivered during the period covered by this proposal shall be only the exact products as requested by the District;

    a. Substitute products will be domestic product, defined as produced and processed in the United States substantially using agricultural commodities produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities grown domestically. Exceptions to this requirement are outlined in section 27 "Applicable Buy American Provisions".

    b. The Successful Bidder MUST provide a Buy American exemption letter with any substitute products. The exemption letter will include a reference to the product as well as one of the explanations outlined in Section 27 "Applicable Buy American Provisions".

10. Mail all invoices and statements to Alum Rock Union Elementary School District, 2930 Gay Avenue, Bldg. 500, San Jose, CA 95127 - Attention: Child Nutrition Services. The District has the right to request invoices and statements via email. Statements are requested in an excel format.
11. If a product recall is instituted on an item delivered, the distributor will notify the District within 24 hours. The Distributor will be responsible for all costs associated with the replacement product, shipping charges, and product credit. Suppose at any time it is determined that the health and safety of the District's customers are affected by the usage of this product. In that case, the Distributor and Distributor processor must and will assume full liability.
12. No overnight "dark" drops. Deliveries must be signed for, and all products must be delivered directly to each kitchen. There is no delivery during school holidays and delivery on Saturday or Sunday. (Upon award Child Nutrition Services will provide the vendor with school vacation and holiday schedules).
13. The District's kitchens are not equipped with a loading dock. Deliveries must be unloaded by the delivery driver and placed into the designated walk-in cooler by the delivery driver. It is advised that all orders be made utilizing a delivery truck equipped with a lift gate.
14. A duplicate of the signed invoice ticket shall be left at each location at the delivery time. An itemized monthly statement showing each delivery location must be sent to the District's Child Nutrition Services Department. Quantities, item descriptions, unit prices, and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving it shall sign invoices and credits. A separate delivery ticket, invoice, and statements will be provided for the Breakfast/Lunch Programs and Supper Program.
15. Any information regarding shorted items/orders must be forwarded directly to Child Nutrition Services before delivery at the following phone number: 408-928-6907, Tina Sanders.
16. Any issues/changes on deliveries or other emergency communications shall be reported directly to the Child Nutrition Services Department by the vendor's authorized representative. Contact must be made

directly through phone call or email to:
Tina Sanders at 408-928-6907, tina.sanders@arusd.org (All deliveries)

17. The district reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP. The District requests deliveries each week specified in the schedule in the following table.
18. Perishable Grocery products must be delivered in a refrigerated clean and sanitary truck and the temperature of the products must be 37° – 45° at the time of delivery. A lift gate and pallets may be needed for large loads.
19. Pallets should not exceed 6 feet high and frozen and refrigerated products should be provided on separate pallets.
20. Perishable Grocery products will be stored in the school's Grocery coolers by the delivery person.

By signing below, the authorized representative of the Vendor certifies that they have read, understand, and agree to provide the above Ordering and Deliver to Alum Rock Union Elementary School District in accordance with all terms and specifications herein. The Vendor further acknowledges that failure to maintain the required service levels may result in corrective action up to and including contract termination.

Sysco San Francisco
Company Name (Print or Type)

Authorized Company Representative Signature

4/2/26
Date

Print Name: Summer B. Knight

Ordering/Delivery

The selected vendor collaborates with the District over the term of the contract resulting from this RFP to procure and deliver grocery products to the District's kitchen sites and District Warehouse. The District reserves the right to designate an alternate delivery location if the designated site cannot receive deliveries for any reason. The District also reserves the right to revise the delivery times as required. Additional product and service requirements are outlined within the RFP.

*Orders will be placed with the vendor weekly on Monday before the week or as agreed upon by both parties.

ARUSD Delivery Locations				
Location	**Address**	**Delivery Times**	**Preferred Delivery Days**	**Number of Deliveries Per Week**
District Warehouse	2390 Gay Avenue San Jose 95127	6:30am - 11:00am	Monday - Thursday	2
Adelante Dual Language Academy (K-8)	1720 Hopkins Drive San Jose 95122	6:30am - 11:00am	Monday - Thursday	2
Ocala STEAM Academy (6-8)	2800 Ocala Avenue San Jose 95127	6:30am - 11:00am	Monday - Thursday	2
Renaissance at Mathson (6-8)	2050 Kammerer Ave San Jose 95127	6:30am - 11:00am	Monday - Thursday	2
Sheppard Middle & Painter at Sheppard (K-8)	480 Rough & Ready Road San Jose 95133	6:30am - 11:00am	Monday - Thursday	2

By signing below, the authorized representative of the Vendor certifies that they have read, understand, and agree to provide the above level of service to Alum Rock Union Elementary School District in accordance with all terms and specifications herein. The Vendor further acknowledges that failure to maintain the required service levels may result in corrective action up to and including contract termination.

Sysco San Francisco
Company Name (Print or Type)

Authorized Company Representative Signature

4/2/26
Date

Print Name: Summer B. Knight

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SYSCO SAN FRANCISCO, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5900 STEWART AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code
FREMONT, CA 94538

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	4	–	0	4	9	1	6	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 02/29/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 05/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
1300 Post Oak Blvd., Suite 1400
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American International Group UK Ltd	AA1120187
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Sysco San Francisco, Inc.
5900 Stewart Ave
Fremont CA 94538 USA

COVERAGES **CERTIFICATE NUMBER:** 570120019492 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:	Y		GLO234720316	06/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $2,000,000 Excluded $5,000,000 $5,000,000 $5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y		BAP 2347204 16	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION	Y		62785697 SIR applies per policy terms & conditions	06/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Alum Rock Elementary Unified School District. Sequoia UHSD is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Automobile Liability and Umbrella Liability policies.

CERTIFICATE HOLDER

Alum Rock Union Elementary
School District
2930 Gay Avenue
San Jose CA 95127 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570120019492

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AGENCY CUSTOMER ID: 570000069864

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Sysco San Francisco, Inc.
POLICY NUMBER	
See Certificate Number: 570119802688	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570119802688	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Policy Term 06/30/2025 - 06/30/2026

Umbrella Carrier Participants

Policy Number: CSUSA2507898
Underwriting Company: American International Group UK Ltd
Limits: 5M po 10M
Policy Term: 6/30/2025 - 6/30/2026

Policy Number: CSUSA2507797
Underwriting Company: Allianz Global Corporate and Specialty SE
Limits: 3M po 10M
Policy Term: 6/30/2025 - 6/30/2026

Policy Number: CSUSA2507797
Underwriting Company: ACT Syndicate 4519
Limits: 2M po 10M
Policy Term: 6/30/2025 - 6/30/2026

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT OR ANY OTHER AGREEMENT ENTERED INTO BY YOU
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SYSCO CORPORATION

Endorsement Effective Date: 06/30/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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9.4

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: June 11, 2026

Subject: **Request for Approval of RFP No. 2627-CNS01 Grocery Commercial Products for 2026-2027 School Year**

Support Information: Child Nutrition Services Program (CNS) solicited RFP for Grocery Commercial Products for school year 2026-2027 following federal competitive bid procedures for non-commodity commercial and grocery food items used to support child feeding program. Based on services, lowest line item prices and quality of products, CNS recommends awarding contract to Gold Star Foods, Inc. and Sysco San Francisco, Inc.

Fiscal Impact: Yes

Budget Source: Fund 13 - Cafeteria Fund

Recommended Action: Staff recommends that the Board of Trustees approve and award the RFP with Gold Star Foods, Inc. in the amount of $675,000.

Recommend Approval

Submitted by: Denisse Mendez DM Title: Director of Child Nutrition Services

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

To the Board of Trustees: Meeting: June 11, 2026
Regular Board Meeting

9.4
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

Request for Contracted Services

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

Child Nutrition 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: Gold Star Foods, Inc.
Address: 3781 E. Airport Drive City: Ontario State: CA Zip: 91761
Phone: ( ) Email: johncho@goldstarfoods.com
SSN: _____ Fed I.D. #: 29-1340567
CONTRACT TERM: start dates 7/1/26 end date 6/30/27

CONTRACTOR'S OBLIGATION:

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

Vendor will provide non-commodity commercial entrees and grocery food items needed to complete breakfast, lunch and supper meal requirements. Products are delivered to warehouse, middles schools and K-8 sites twice a week.

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)

X a. **Fee Rate:** $675,000 NTE per year Not to Exceed _____ of services.

_____ b. **Other:** $_____

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
130	5310	0	4700	00	0000	3700	000000	480	3700	$675,000	5/19/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5-18-26
Director of Fiscal Services: _____ Date: 5/19/26
Asst. Supt., of Business Services: _____ Date: 5/29/26
Superintendent: _____ Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: Child Nutrition Services Date: June 11, 2026

Requested by: Denisse Mendez, Director of Child Nutrition Services DM

Name of Company/Individual to be contracted: Gold Star Foods, Inc.

Address: 3781 E. Airport Drive

City: Ontario State: CA Zip Code: 91761

Dates of Services: 07/01/2026-06/30/2027

Services to be provided:

Vendor will provide non-commodity commercial entrees and grocery food items needed to complete breakfast, lunch and supper requirement. Products are delivered to warehouse, middle schools and K-8 twice a week.

Estimated Cost: $675,000

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
130	5310	0	4700	00	0000	3700	000000	480	3700	$675,000	5/19/26

Supervisor's Signature: Date: 5/19/26

Approved: ☐ **Yes** ☐ **No**

SCORING

The following (TABLE A) shows the score for each vendor based on the criteria and available points outlined above. Each proposal was scored by the District's evaluation panel.

TABLE A

Gold Star Foods	90
Sysco	83.5

AWARD SUMMARY

The following table summarizes the recommended line-item award across both vendors based on the lowest price per item:

Vendor	Items Awarded	Estimated Annual Value
Gold Star Foods, Inc.	119 items	$519,591.69
Sysco San Francisco, Inc.	69 items	$345,844.80
TOTAL	**188 items**	**$865,436.49**

PRICING

Grocery Commercial Products bids were requested via an RFP. The District stipulated that the bid could be awarded to single or multiple responsive and responsible bidders. Based on scoring and pricing, the RFP should be awarded across both vendors listed above on a lowest-price-per-item basis to achieve the best overall value for the District. The estimated annual contract value of $865,436 reflects the combined lowest pricing across all awarded vendors for the 12-month school year usage period. Total contract value is forecasted based on previous year's usage, accounting for demand change and new menu items.

Price scoring can be found in the RFP materials.

Reviewed by ARUSD Child Nutrition Services Department

Links to the complete bid packages can be found here.

All bids and scoring materials are available by request.

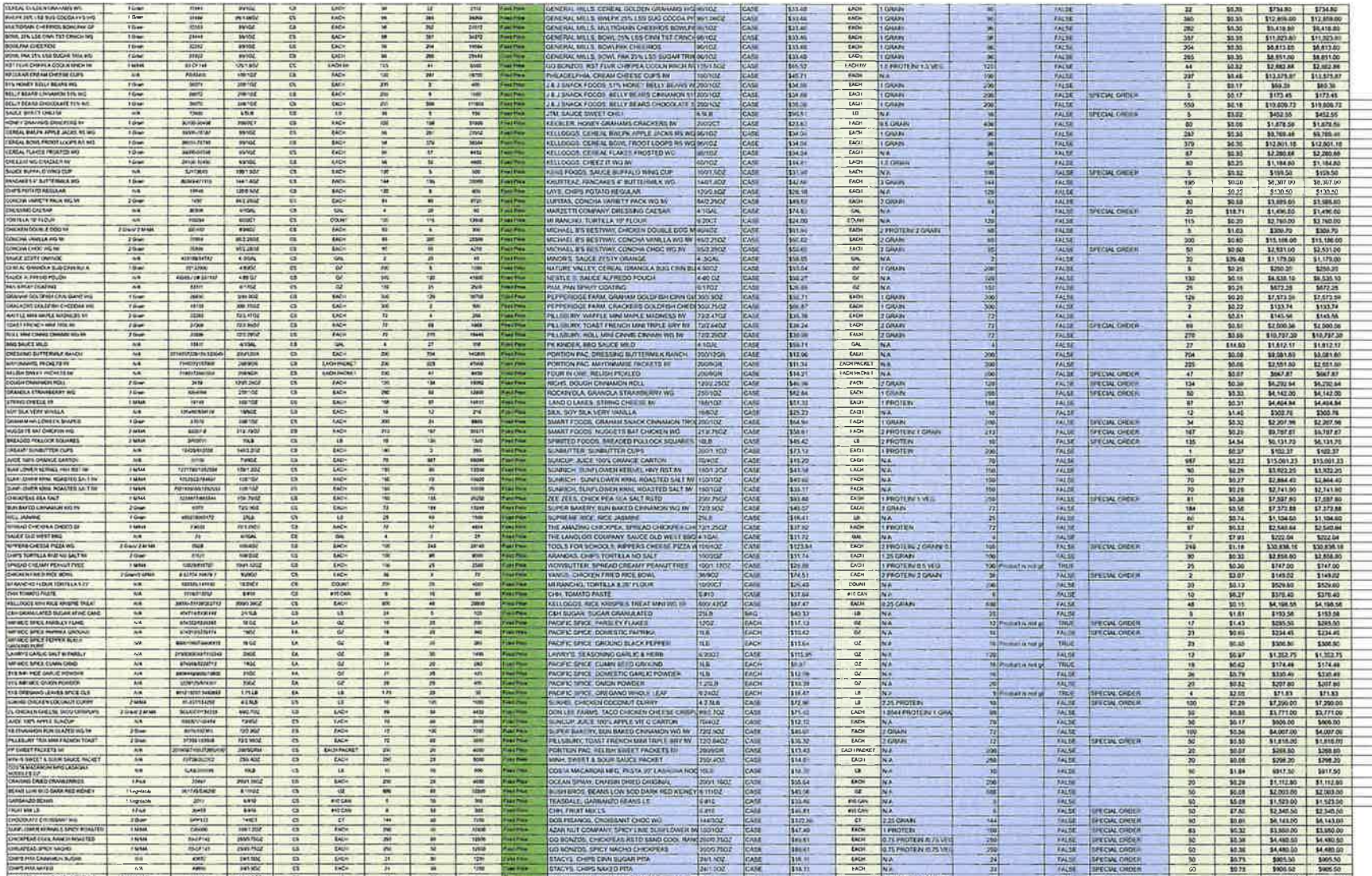
Item List Attachment "ST"

Vendor: Gold Star Foods, Inc.

This Item list will be protected to avoid accidental edits. To enter your item and pricing, please follow the following steps.
Click "Enter" in the top left corner.
Choose either "Download" or "Make a Copy".
Add your company name to the file name.
Vendors must bid on all items
Bidder must indicate item name, variety of item offered, description of item offered, Buy American information, Pack and Unit details prices and any additional notes pertaining to each item
DUSD requires Pack information breakdown in order to effectively compare pricing across vendors with different Pack sizes. Please accurately fill out all pack size information.

Item Description	This column lists the minimum required meal equivalents (MEA) that each product must contribute toward a grades-table meal	Item Number as vendor item number currently used by Vendor	Describe the Master Pack specs	What type of pack is the Master Pack	This is the unit that makes up the pack described in "Pack Description"	This is the unit of measure of each item. "Pack Unit" column (left) is for a Pack. This is used to calculate price per unit to compare prices across various vendors pack sizes	Total Master Packs the District estimates it will use for the next School Year. Based on Pack size in "Pack Description" column	This Column is Volume Required in Pack Units for 2027 School Year	Pricing Structure	Item Offered	Describe the Master Pack specs	What type of pack is the Master Pack	This is the Price Per Vendor Pack. Price should include all fees, taxes, etc. Pick.	This is the unit that makes up the pack described in Pack Description. Must match Contract Pack Unit. If vendor typically measures in different units, vendor may perform conversion to fill out Pack Units/Pack + column.	List the Meal Component Equivalent for each product. Product must meet or exceed juice filled out in "District Minimum Meal Component Equivalent" column. If marked "N/A" in "District Minimum Meal Component Equivalent" column, mark "N/A"	Buy American Exception	Buy American Exception Letter for Non-Domestic Product is included in proposal Packet.	Add any notes about the product here. Select order, cross load time needed, etc.	This column needs to take the number of pack packs needed to meet the total volume of product needed by the district. For example, if the vendor pack size is half of the District described pack size, this number would be double the pack
Item List Name, Variety of Item Offered. Note: Pack and Price in minute multiple variables for Item and Team.	DISTRICT MINIMUM MEAL COMPONENT BUDGETED	Item Number	Pack Description	Pack Type (Bx Case, Bag)	Pack Unit (EA, Bag, Gram, LB, Etc.)	Number of Pack Units / Pack	Volume Required (Pounds) for 2027 School Year	Volume Required in Pack Units for 2027 School Year	Pricing Structure	Item Offered	Vendor Pack Description	Vendor Pack Type (Ex Case, Bag)	Vendor Pack Unit Price	Vendor Pack Unit (EA, Bag, Gram, LB, Etc.)	Meal Component Equivalent (Ounce any ounce items over an oz must District Measure)	Pricing Worksheet	Buy American Exception	Buy American Exception Letter for Non-Domestic Product is included in proposal Packet.	Notes	Calculated Number of Vendor Packs/Pack to Meet District Volume Requirement
EXAMPLE: Soy Sauce	Grain	12345	6/128oz	CS	CAL	4	100	400	Fixed Price	Mike's Delicious Soy Sauce	6/128oz	Case	$50.00	GAL	N/A	2	Product is not gr	FALSE		200
EXAMPLE: Brands Inc	2 Grains	67891	10/10oz	CS	EACH	50	500	2500	Fixed Price	Dan's Granola Bar	10/1.5oz	Case	$25.00	EACH	2 Grain	50		FALSE		500
EXAMPLE: Chicken Strips	2 Protein	11111	4/2.5LB	CS	LB	10.00	100	2778	Fixed Price	Henry's Breaded Pitas	4/2lb	Case	$60.00	LB	2 Protein	20		FALSE		1390
BUTTER SALTED SHORT PACKAGE	n/a	0000-0042	3/4YLB	CS	LB	36	75	150	Fixed Price	PACKER LABEL, BUTTER SALTED NATURAL	30/1LB	CASE	$93.15	LB	N/A	36		FALSE	SPECIAL ORDER	36
CREAM SOUR ALL NAT GRADE A	n/a	00284-0	24 OZ	CS	LB	36	56	900	Fixed Price	UPSTATE FARMS, SOUR CREAM GRADE A	6 /4 LB	CASE	$40.80	LB	N/A	24		FALSE	SPECIAL ORDER	48
YOGURT PLAIN GREEK NONFAT	1 Protein	0201011	80 LB	CS	LB	80	80	800	Fixed Price	UPSTATE FARMS, YOGURT GREEK PLAIN NF BLEND	5.33OZ	CASE	$26.00	EA	N/A	12		FALSE		50
YOGURT VANILLA NONFAT POUCH	1 Protein	0201002	4/4 LB	CS	LB	64	256	4875	Fixed Price	YOPLAIT YOGURT LF PARFAIT PRO VANILLA	4/4LB	CASE	$32.13	LB	1.5 PROTEIN	24		FALSE		182
BAGEL, EGG WG RAISIN	2 Grain	00-0113	4/6 CT	CS	CT	72	66	4273	Fixed Price	DOS PESANOS, BAGEL CHOCOLATE WG	72/3.25OZ	CASE	$36.39	CT	2.25 GRAIN	72		FALSE		66
BAGEL, WHEAT 6IN STR SLC 2.5OZ	1 Grain	81674	72/2.5OZ	CS	EACH	72	330	22766	Fixed Price	TONY ROBERTS, BAGEL SLICED WHEAT WW WG	72/2.5OZ	CASE	$28.15	EACH	2 GRAIN	72		FALSE		330
BREAD PULLMAN WHEAT 21 SLICE	1 Grain	82418	12/24 OZ	CS	OZ	288	750	46538	Fixed Price	LITTLE BROTHERS BAKERY, LOAF BREAD PULLMA	10/1.67OZ	CASE	$14.83	OZ	1.25 GRAIN	17		FALSE		3968
BUN BRIOCHE DOG HAMBURGER	2 Grain	00-0107	12/12 CT	CS	CT	144	792	101232	Fixed Price	DOS PESANOS, BUN HAMBURGER BRIOCHE WG	12/12OZ	CASE	$68.16	CT	2.5 GRAIN	144		FALSE		792
BUN HOT DOG BRIOCHE WG	2 Grain	00-0107	12/12 CT	CS	CT	144	264	50256	Fixed Price	DOS PESANOS, BUN HOT DOG BRIOCHE WG	18/3OZ	CASE	$68.20	CT	2 GRAIN	96		FALSE		3438
PASTA PENNE RIGATE PRECOOKED	1 Grain	41800-0018	4/5 LB	CS	LB	20	140	2184	Fixed Price	MARZETTI COMPANY, PASTA PENNE RIGATE WG	1.25LB	CASE	$34.20	LB	2 GRAIN	28		FALSE		109
ROLL DINNER WG	2 Grain	00-0105	192/1OZ	CS	EACH	192	600	36000	Fixed Price	GREAT BURG BAKERY, ROLL DINNER WG	192/1OZ	CASE	$65.15	EACH	2 GRAIN	192		FALSE		600
BAKING SODA	n/a	0166	24/1LB	CS	LB	24	4	96	Fixed Price	SUNFORD, BAKING SODA	24/1LB	CASE	$24.57	LB	N/A	24		FALSE	SPECIAL ORDER	4
COOKIE ANIMAL CRACKER WG	1 Grain	00-0103	150/1 OZ	CS	EACH OZ	150	88	13200	Fixed Price	J & J SNACK FOODS, CRACKERS, JUNGLE STY WG	150/1OZ	CASE	$34.69	EACH W	1 GRAIN	200		FALSE		60
HOMINY WHITE	n/a	P3615E3	6/#10	CS	#10 CAN	6	25	150	Fixed Price	TEASDALE, HOMINY WHITE	6/#10	CASE	$31.80	#10 CAN	N/A	6		FALSE		25
HONEY PURE	n/a	7F4120	12/12 OZ	CS	OZ	144	2	288	Fixed Price	NATURAL AMERICAN FOODS, HONEY EXTRA LIGH	12/12OZ	CASE	$45.51	OZ	N/A	144		FALSE	SPECIAL ORDER	2
JUICE LEMON PURE FU	n/a	30312-2010	12/32 OZ	CS	OZ	384	2	768	Fixed Price	LUCY'S LIME JUICE	12/32OZ	CASE	$22.76	OZ	N/A	384		FALSE		2
MAYONNAISE LITE	n/a	42229-0001	4/1GAL	CS	GAL	4	17	68	Fixed Price	THE LANGLOIS COMPANY MAYONNAISE LITE	4/1GAL	CASE	$31.43	GAL	N/A	4		FALSE	SPECIAL ORDER	17
MUSTARD YELLOW PACKETS	n/a	P3811E0001	500/9 GM	CS	EACH PACKET	500	38	28500	Fixed Price	FOUR IN ONE, MUSTARD PACKET MY	500/9.5GR	CASE	$13.08	EACH PACKET	N/A	500		FALSE		38
OIL OLIVE CANOLA BTO 1%25	n/a	89001	4/1 GAL	CS	GAL	4	4	21	Fixed Price	SOLUNTA, OIL CANOLA/ VIRGIN OLIVE BLEND	4/1GAL	CASE	$14.52	GAL	N/A	4		FALSE		4
PAN DUSTING MED, FOOD RELEASE	n/a	00149-0031	6/17 OZ	CS	OZ	102	4	408	Fixed Price	PAM, PAN SPRAY COATING	6/17OZ	CASE	$24.42	OZ	N/A	102		FALSE		4
PASTE CHILI GOCHUJANG CHILI	n/a	0287501	6/3 LB	CS	LB	18	6	108	Fixed Price	SAVOR IMPORTS, PASTE PEPPER GOCHUJANG	6/3LB	EACH	$110.25	LB	N/A	36	Product is not gr	TRUE		4
PICKLE DILL CHIPS 1/8 SMOOTH	n/a	62047	4/1GAL	CS	GAL	4	18	72	Fixed Price	MRS KLEIN PICKLE, PICKLE DILL CHIPS 1/8 SMOO	4.5GAL	CASE	$28.66	GAL	N/A	4		FALSE		18
RICE PARBOILED BROWN	1 Grain	00-0136-0000	4/5 lb	CS	LB	20	200	3000	Fixed Price	RICELAND, RICE PARBOILED BROWN	2/5LB	EACH	$14.66	LB	1 GRAIN	20		FALSE		200
SALT GRANULATED KOSHER	n/a	11443-0004	6/4 LB	CS	LB	24	4	144	Fixed Price	DIAMOND CRYSTAL, SALT GRANULATED	2/5LB	CASE	$10.03	LB	N/A	23		FALSE	SPECIAL ORDER	6
SAUCE ENCHILADA	n/a	7812	6/#10	CS	#10 CAN	6	14	84	Fixed Price	LA VICTORIA, RED ENCHILADA SAUCE	6/#10	CASE	$47.69	#10 CAN	N/A	6	Product is not gr	TRUE		14
SAUCE SOY LIGHT	n/a	330	6/1GAL	CS	GAL	5	5	30	Fixed Price	KIKKOMAN INTERNATIONAL, SAUCE LS SOY	6/1GAL	CASE	$47.58	GAL	N/A	3		FALSE		6
SAUCE TACO PKT	n/a	74563-0270000	500/9GM	CS	EACH PACKET	500	25	13000	Fixed Price	FOUR IN ONE, SAUCE TACO PACKETS	500/9GR	CASE	$21.18	EACH PACKE	N/A	500		FALSE		26
SEASONING FLAT SLSN	n/a	42163	1/5OZ	CS	OZ	10	31	446	Fixed Price	TAJIN, SEASONING LS FRUIT SHAKER	24/5OZ	CASE	$24.47	OZ	N/A	120	Product is not gr	TRUE		12
SOUP BASE CHICKEN LO EGD NO MSG	n/a	0155595	6/1LB	CS	LB	6	36	216	Fixed Price	MINOR'S, BASE CHICKEN (NO MSG)	6/1LB	CASE	$54.59	LB	N/A	6		FALSE	SPECIAL ORDER	36
SUGAR CONFECTIONER	n/a	40482	24/1 LB	CS	5lb	24	6	144	Fixed Price	CAN SUGAR, SUGAR POWDERED 10 X 01070	24/1LB	CASE	$41.33	GAL	N/A	3		FALSE		48
VINEGAR CIDER APPLE 5% BLEND	n/a	10033000108276	4/1GAL	CS	GAL	4	0	12	Fixed Price	THE LANGLOIS COMPANY, VINEGAR APPLE CIDER	4/1GAL	CASE	$30.75	GAL	N/A	4		FALSE		0
VINEGAR WHITE DISTD 5%	n/a	10033000107943	4/1GAL	CS	GAL	4	6	24	Fixed Price	AUS, VINEGAR DISTILLED WHITE	4/1GAL	CASE	$13.61	GAL	N/A	4		FALSE		6
WON SOB PATTY WHEAT WG FC CK	2 Grains / 2 Meats	00000-0017	96/3.25OZ	CS	EACH PATTY	140	18	1890	Fixed Price	ADVANCE PIERRE, PORK RIB PATTY W WHP 3IN2#	96/3.25OZ	CASE	$69.84	EACH PATTY	2 PROTEIN	196		FALSE		13
WORKBTTR JELLY W CRUST WG	2 Grain / 2 Meats	0/0	456/0OZ	CS	EACH SANDW	40	220	12636	Fixed Price	ALBIES FOODS, SANDWICH WOWBUTTER & JELLY	456/.60Z	CASE	$47.34	EACH SANDW	2 PROTEIN/2 GRAIN	40		FALSE		220
SANDW WOWBUTTER STRWBRY IW	1 Grain / 1 Meat	0/0	120/4OZ	CS	EACH SANDW	12	175	10248	Fixed Price	ALBIES FOODS, SANDW WOWBUTTER STRWBRY	120/.4OZ	CASE	$57.30	EACH SANDW	1 PROTEIN/1 GRAIN	72		FALSE		170
ENPANADA ENCHADA BULK	2 Grain / 2 Meats	0/0	40/5OZ	CS	OZ	240	17	4080	Fixed Price	ALBIES FOODS, EMPANADA ENCHILADA BULK	40/5OZ	CASE	$60.33	OZ	2 PROTEIN/2 GRAIN	240		FALSE	SPECIAL ORDER	17
TUNA CHUNK LIGHT IN WATER	2 Meats	22150	6/5.5OZ	CS	OZ	330	4	1584	Fixed Price	STARKIST, TUNA CHUNK LIGHT IN WATER	6/66.5OZ	CASE	$40.78	OZ	2 PROTEIN	330	Product is not gr	TRUE		4
JUICE 100% ORANGE TRIGGERS	n/a	04020749	40/4.23OZ	CS	EACH JUICE	40	5	200	Fixed Price	SUNCUP, JUICE 100% ORNG TAR BX W STRAW	40/4.23OZ	CASE	$7.96	EACH JUICE	N/A	40		FALSE		5
JUICE 100% APPLE	n/a	04020749	40/4.23OZ	CS	EACH JUICE	40	438.48	17592	Fixed Price	SUNCUP, JUICE 100% APPLE BOX W STRAW	40/4.23OZ	CASE	$7.96	EACH JUICE	N/A	40		FALSE		439
JUICE 100% FRUITBLS OCEAN PUNCH	n/a	04020749	40/4.23OZ	CS	EACH JUICE	40	262	10440	Fixed Price	APPLE AND EVE, JUICE 100% FRTBLS PUNCH OLD RU	40/4.23OZ	CASE	$10.82	EACH JUICE	N/A	40		FALSE		262
JUICE 100% FRUIT PUNCH	n/a	04020749	40/4.23OZ	CS	EACH JUICE	40	4	160	Fixed Price	SUNCUP, JUICE 100% FRUIT PNCH BX W STW	40/4.23OZ	CASE	$7.96	EACH JUICE	N/A	40		FALSE		4
CHIP TORTILLA TRIANGLE NO SALT	2 Grain	41231Tb	12LB	CS	LB	12	100	4800	Fixed Price	ARMADAS, CHIP TORTILLA TRIANGLE NO SALT	12LB	CASE	$20.40	LB	1.25 GRAIN	12		FALSE		400
HONEY ROAST SLD SUNFLOWER KERNEL	1 Meat	72220Tb	15lb/12Z	CS	EACH	180	65	3751	Fixed Price	AMAZING FRUIT, SUNFLOWR KRNLS ROSTED & SLT	30/6OZ	CASE	$68.99	EACH	N/A	180		FALSE		33
WHEAT BASIC GNOTS	1 Grain	31501	144/.85OZ	CS	EACH	150	190	28550	Fixed Price	BACK TO BASICS JNR, WHEAT BASIC CRACKERS	150/.85OZ	CASE	$34.74	EACH	1 GRAIN	150		FALSE	SPECIAL ORDER	190
BITES MINI BREAKFAST GLAZED	2 Grain	5787	192/1.76OZ	CS	EACH	72	114	8208	Fixed Price	BAKE CRAFTERS, BITES MINI BREAKFAST GLAZED	192/.76OZ	CASE	$10.68	EACH	2 GRAIN	72		FALSE	SPECIAL ORDER	114
PUFFED PANCAKE BITES WG SF	2 Grain	7478	72/3.9OZ	CS	EACH SF	72	107	8964	Fixed Price	BAKE CRAFTERS, BITES PANCAKE WG SF	72/2.4OZ	CASE	$53.40	EACH SF	2 GRAIN	72		FALSE		137
MUFFIN ENGLISH 3.5" SLICED	2 Grain	7446	144/1.8OZ	CS	EACH	144	60	8640	Fixed Price	BAKE CRAFTERS, MUFFIN ENGLISH 3.5" SLICED	144/2OZ	CASE	$43.31	EACH	2 GRAIN	144		FALSE		60
WAFFLE GOURMET BULK WG	2 Grain	7453	144/1.8OZ	CS	EACH	144	286	35640	Fixed Price	BAKE CRAFTERS, WAFFLE GOURMET BULK WG	144/1.8OZ	CASE	$28.39	EACH	2 GRAIN	144		FALSE		286
CROISSANT MARGARINE SLICED IW	2 Grain	466	108/1.8OZ	CS	EACH	108	67	8064	Fixed Price	BAKE CRAFTERS, CROISSANT MARGARINE SLICE	108/1.8OZ	CASE	$61.70	EACH	1.5 GRAIN	108		FALSE		67
NACH CHSE BEAN & CHEESE BULK	2 Grain / 2 Meat	CHBEANCN	60/5.5OZ	CS	EACH	60	175	10500	Fixed Price	SELL TASTY, NACHO CHSE BEAN & CHEESE BULK	60/5.5OZ	CASE	$41.63	EACH	2 GRAIN	60		FALSE		175
DIP FOR HUMMUS	1 Meat	8801HU	64/2OZ	CS	EACH	64	65	3968	Fixed Price	BETTER BEAN, HUMMUS FOR 2GO	64/2OZ	CASE	$55.37	EACH	1 PROTEIN	64		FALSE		400
CHICKEN BREAST STRP CF FC	2 Meats	28167-72761	2.5LB	CS	LB	10	200	2000	Fixed Price	BRAKEBUSH, CHICKEN BREAST STRP CF FC	2.5LB	CASE	$41.64	LB	2.114 PROTEIN	10		FALSE		200
STRIPS CHICKEN FC WG	2 Meats	1453-102	1/10 OZ	CS	OZ	160	75	10710	Fixed Price	BRAKEBUSH, STRIPS CHICKEN FC WG	145/1.1OZ	CASE	$43.42	OZ	1.444 PROTEIN/ 1 GRAI	160		FALSE	SPECIAL ORDER	64
SHILLSTICK CHS EY GARLIC WWH	1 Grain	8787	32/91.5OZ	CS	OZ	501	69	19548	Fixed Price	BRIDGFORD, BREADSTICK CHEESY GARLIC WWH	32/01.12OZ	CASE	$41.78	OZ	1 GRAIN	548		FALSE	SPECIAL ORDER	52
COOKIE TURKEY IW	1 Grain	72700	108/1OZ	CS	EACH	108	69	9720	Fixed Price	BUENA VISTA, COOKIE TURKEY IW	12/9OZ	CASE	$41.09	EACH	1 GRAIN	150		FALSE	SPECIAL ORDER	65
COOKIE CHRISTMAS TREE WG IW	1 Grain	71231	108/1OZ	CS	EACH	150	69	9720	Fixed Price	BUENA VISTA, COOKIE CHRISTMAS TREE WG IW	150/1OZ	CASE	$41.09	EACH	1 GRAIN	150		FALSE	SPECIAL ORDER	65
GRAVY TURKEY	n/a	10041	12/50OZ	CS	OZ	600	18	11400	Fixed Price	CAMPBELL'S, GRAVY TURKEY	12/50OZ	CASE	$30.71	OZ	N/A	300		FALSE		19
DICED PEACHES LS	1/2 Can Fruit	49270	6/#10	CS	#10 CAN	6	198	804	Fixed Price	CHEF, DICED PEACHES LS	6/#10	CASE	$41.20	#10CAN	N/A	6		FALSE		134
SANDWICH SUB TURKEY MAR ONLY IW	2 Grain / 2 Meat	201	48/4.8OZ	CS	EACH IW	48	97	1968	Fixed Price	CLASSIC DELIGHT INC, SANDWICH SUB TURKEY M	48/4.8OZ	CASE	$44.43	EACH IW	2 PROTEIN/2 GRAIN	48		FALSE	SPECIAL ORDER	97
YOGURT NF STRWBRY BANANA MAMA	1 Meat	70888-0149	4/4OZ	CS	EACH	48	607	29136	Fixed Price	DANNON COMPANY INC, YOGURT NF STRWBRY BA	4/4OZ	CASE	$15.71	EACH	1 PROTEIN	48		FALSE		607
MUFFIN BLUEBERRY MINI WG IW	1 Meat	W1300	2/11.4OZ	CS	EACH	50	354	21300	Fixed Price	DAVES, MUFFIN BLUEBERRY MINI WG IW	2/01.9OZ	CASE	$35.48	EACH	1 GRAIN	90		FALSE		354
MUFFIN CHOC CHIP WG IW	1 Grain	W1423	60/1.15OZ	CS	EACH	60	64	3840	Fixed Price	DAVES, MUFFIN CHOC CHIP WG IW	60/2.15OZ	CASE	$28.19	EACH	1 GRAIN	60		FALSE		64
MUFFIN MINI CHOC CHIP WG IW	1 Grain	W1302	9/01.9OZ	CS	EACH	90	247	23130	Fixed Price	DAVES, MUFFIN MINI CHOC CHIP WG IW	9/01.9OZ	CASE	$25.08	EACH	1 GRAIN	90		FALSE		247
REFRIED BEANS VEGETARIAN GF	1.5 Low Veg	004	4.5LB	CS	LB	20	61	1269	Fixed Price	DEL REAL, REFRIED BEANS VEGETARIAN GF	4.5LB	CASE	$25.27	LB	2 PROTEIN/ VEG	20		FALSE		64
SLICED JALAPENOS	n/a	12005115	6/#10	CS	#10 CAN	6	41	262	Fixed Price	DEL SOL, SLICED JALAPENOS	6/#10	CASE	$32.92	#10 CAN	N/A	6	Product is not gr	TRUE		47
CHIPS WG WHITE NACHO RF	1 Grain	61709	12/10OZ	CS	NACHO RF	12	144	15264	Fixed Price	DORITOS, WG WHITE NACHO RF	12/10OZ	CASE	$26.34	NACHO	1.5 GRAIN	72		FALSE		144
MEAL BREAK SWEET BIG BITE	2 Grain	0/0	24/2 OZ	CS	CT	30	182	4380	Fixed Price	EASTSIDE ENTREES, MEAL BREAK SWEET BIG BI	30/CT	CASE	$78.74	CT	2 PROTEIN/1 GRAIN/0.5	30		FALSE		182
MEAL BREAK BEEF STICK	2 Grain	0/0	30/2	CS	CT	30	442	13260	Fixed Price	EASTSIDE ENTREES, MEAL BREAK BEEF STICK	30/CT	CASE	$79.19	CT	2 PROTEIN/1 GRAIN/0.5	30		FALSE		442
MEAL BREAK CHEESE CUP W/ SALSA	1 Grain / 1 Meat	0/0	24/2 OZ	CS	CT	30	250	6000	Fixed Price	EASTSIDE ENTREES, MEAL BREAK CHS CUP W/ SA	30/CT	CASE	$90.31	CT	2 PROTEIN/ 0.5 VEG/ 1	30		FALSE		200
PANCAKE MINI CONFETTI WG	2 Grain	39000-10014	72/3.65OZ	CS	EACH	72	60	18720	Fixed Price	EGGO, PANCAKE MINI CONFETTI WG	72/3.65OZ	CASE	$28.44	EACH	2 GRAIN	72		FALSE		260
PANCAKE MAPLE MINI EGGOS	2 Grain	39000-10001	72/3.65OZ	CS	EACH	72	74	1908	Fixed Price	EGGO, PANCAKES MAPLE MINI EGGOS	72/3.65OZ	CASE	$28.44	EACH	2 GRAIN	72		FALSE		26
SALSA VERDE MEDIUM	n/a	3309	6/#10	CS	#10 CAN	6	3	12	Fixed Price	EMBASA, SALSA VERDE MEDIUM	6/#10	CASE	$53.55	#10 CAN	N/A	6	Product is not gr	TRUE		2
HOT DOGS 8/1 ALL BEEF	2 Meat	7376181370	9/LB	CS	LB	10	734	7340	Fixed Price	FARMLAND, 8" 8/1 HOT DOG ALL BEEF	10LB	CASE	$44.53	LB	2.5 PROTEIN	10		FALSE		734
BATTER MFN DOUBLE COOGA WG	2 Grain	W5200MFN-W	2.5LB	CS	LB	10	267	4995	Fixed Price	FAT CAT BAKERY, BATTER MFN DOUBLE COOGA W	2.5LB	CASE	$48.31	LB	2 GRAIN	10		FALSE		267
BATTER MUFFIN BANANA WG	2 Grain	W5200BAN-W	2.5LB	CS	LB	10	264	4752	Fixed Price	FAT CAT BAKERY, BATTER MUFFIN BANANA WG	2.5LB	CASE	$48.31	LB	2 GRAIN	10		FALSE		264
BATTER MUFFIN BLUEBERRY WG	2 Grain	W5200BLU-W	2.5LB	CS	LB	10	150	2700	Fixed Price	FAT CAT BAKERY, BATTER MUFFIN BLUEBERRY W	2.5LB	CASE	$48.31	LB	2 GRAIN	10		FALSE		150
BATTER MUFFIN COWGIRL WG	2 Grain	W5200MFN-W	2.5LB	CS	LB	10	150	2700	Fixed Price	FAT CAT BAKERY, BATTER MUFFIN COWGIRL WG	2.5LB	CASE	$48.31	LB	2 GRAIN	10		FALSE		150
BATTER MUFFIN LEMON WG	2 Grain	W5200LEM-W	2.5LB	CS	LB	10	150	2700	Fixed Price	FAT CAT BAKERY, MUFFIN BATTER LEMON WG	2.5LB	CASE	$48.31	LB	2 GRAIN	10		FALSE		150
ORIGINAL GRANOLA IW	1 Grain	3755-5455M	144/1OZ	CS	EACH	144	154	22176	Fixed Price	FIELDSTONE, ORIGINAL GRANOLA IW	144/1OZ	CASE	$56.26	EACH	1 GRAIN	144		FALSE		154
GRANOLA CEREAL BULK	1 Grain	8878-0F001	4/5OZ	CS	OZ	20	75	15000	Fixed Price	FIELDSTONE, GRANOLA CEREAL BULK	4.5OZ	CASE	$34.41	OZ	2 GRAIN	200		FALSE		75
CORN SGD CHICK N	2 Grain / 2 Meat	28101	72/4OZ	CS	EACH	72	457	32904	Fixed Price	FOSTER FARMS, CORN DOG CHICKEN	72/4OZ	CASE	$40.47	EACH	2 PROTEIN/ 2 GRAIN	72		FALSE		457
SYRUP TABLE	n/a	12661	100/1OZ	CS	EACH PACKET	100	178	17800	Fixed Price	FOUR IN ONE, SYRUP TABLE	100/1OZ	CASE	$16.73	EACH PACKET	N/A	100		FALSE		178
SAUCE RED HOT BUFFALO WING	n/a	07107-0104-0000	6/1GAL	CS	GAL	6	18	72	Fixed Price	FRANKS RED HOT, SAUCE RED HOT BUFFALO WIN	6/1GAL	CASE	$76.91	GAL	N/A	4		FALSE		18

Buy American Calculator - This is for District tracking. Calculated cells not to be filled out by the Vendor.		
Total Buy American Compliant	$1,329,781.55	
% Total Buy American Compliant	99.91%	
% Total Nondomestic Product		
Total Extended Costs of Buy American Compliant + Nondomestic	$1,330,149.79	



EVALUATION CRITERIA

In addition to price, the department scored other factors, which are outlined below, along with the final total score for each bidder. The following is a summary of the scoring process, including criteria, pricing, and outcome that informed this recommendation.

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced Proposal. 80% of Max Points: Second lowest-priced Proposal. 60% of Max Points: Third lowest-priced Proposal.	Itemized Bid List	20
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: 1. Prompt responses and satisfactory resolution to requests for information and complaints & issues 2. Courtesy and responsiveness to all district personnel at all times 3. Ready access to decision-making executives and assigned point of contact. 4. Ability to meet sourcing goals 5. Never been resigned by a school district 6. Fully staffed delivery driver support. 0 Points: District's previous experience with vendor was not sustainable. References and/or Vendor Questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance -" in Vendor Questionnaire	15
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery. 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications -" in Vendor Questionnaire	15

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Traceability / Buy American	100% of Max Points: Bidder has a system in place for tracking by brand name and location, and detailing on invoices. Can currently produce reports to show % of Buy American products provided, including brand name and origin. 80% of Max Points: Bidder has a system in place for tracking by brand name and location, but cannot detail on invoices. Can currently produce reports to show % of Buy American products provided, including brand name and origin. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability -" in Vendor Questionnaire	15
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	Responses to Questions Labeled "Minimum Delivery Amount -" in Vendor Questionnaire	5
Contracting with Small Businesses	100% of Max Points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business.	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or minority. 0% of Max Points: Majority business ownership not by individuals who identify as women or minority.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports with product specifications, pricing and Buy American Information, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports with product specifications, pricing and Buy American	Responses to Questions Labeled "Technology and Reports -" in Vendor Questionnaire	15

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
	information, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.		
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: 1. Bidder keeps temperature logs of perishables/refrigerated trucks leaving distribution location and upon delivery to District. 2. Bidder's staff are properly and regularly trained in current safety procedures. 3. Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. 4. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. 5. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. 6. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls -" in Vendor Questionnaire	5
		TOTAL POINTS:	**100**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL
RFP No. 2627-CNS01
Grocery Commercial Products

Submit proposals and all questions/inquiries to:

Alum Rock Union Elementary School District
Child Nutrition Services Department
2930 Gay Avenue
San Jose, CA 95127

Denisse B. Mendez, Director
Office: 408-928-6905
denisse.mendez@arusd.org

Proposals Due:
April 10, 2026 at 3:00 PM PST

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

Gold Star Foods, Inc.

RFP Schedule Of Events	3
Notice To Bidders	4
Request For Proposal No. 2627-CNS01	5
U.S. Department of Agriculture Nondiscrimination Statement	6
Proposal Submission Checklist - Attachment "1"	7
General Terms And Conditions	8
Service Level Agreement	24
Ordering/Delivery	27
Special Conditions and Instructions	28
Request For Proposal Signature Page - Attachment "2"	29
Evaluation Criteria - Attachment "3"	30
Vendor Questionnaire - Attachment "4"	33
References - Attachment "5"	35
Non-Collusion Declaration - Attachment "6"	37
Bidder's Statement Regarding Insurance Coverage - Attachment "7"	38
Workers' Compensation Certificate - Attachment "8"	39
Drug-Free Workplace Certification - Attachment "9"	40
Equal Opportunity Employment - Attachment "10"	41
Fingerprint Clearance Certification - Attachment "11"	42
Certification And Disclosure Statements - Attachment "12"	43
Suspension And Debarment Certification - Attachment "13"	45
Certification Regarding Lobbying - Attachment "14"	47
Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "15"	51
Contractor's Certificate Regarding	53
Alcoholic Beverage And Tobacco-Free Campus Policy - Attachment "16"	53
Clean Air And Water Certification - Attachment "17"	54
Buy American Certification Form - Attachment "18"	55
China Prohibition Certification - Attachment "19"	57
Contractor Certification: Prohibition On Political Contributions - Attachment "20"	58
Itemized Bid List - Attachment "21"	60

Gold Star Foods, Inc.

RFP Schedule Of Events

Date	Event
March 9, 2026	Release and advertisement of RFP No. 2627-CNS01
March 25, 2026	Deadline for submission of written questions to the District concerning RFP No. 2627-CNS01
April 10, 2026	Deadline for all submissions of RFP No. 2627-CNS01
April 10 - 24, 2026	Evaluation of Proposals
April 24, 2026	Estimated date of RFP Award Notification/s sent out
June 11, 2026	Estimated date of approval and award by the Board of Trustees
July 1, 2026	Contract Start Date

**ARUSD will use every effort to adhere to the schedule. However, ARUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at https://www.arusd.org/departments/business-services/child-nutrition-services/cns-requisition-for-proposals **

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Denisse B. Mendez
Director of Child Nutrition Services
denisse.mendez@arusd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

Notice To Bidders

REQUEST FOR PROPOSAL No. 2627-CNS01

The Alum Rock Union Elementary School District will receive a sealed Request for Proposal (RFP) from providers of commercial food products and services for the District's Child Nutrition Program.

Sealed Bids must be received prior to **April 10, 2026 at 3:00 PM PST**

Provider to submit:
(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Sealed Proposal packages shall be delivered to the **Child Nutrition Services Department** no later than **April 10, 2026 at 3:00 PM PST.**

Electronic version Proposals will be submitted with the following sections saved as separate files. and clearly labeled.

1. HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
2. Item List (filled out) in spreadsheet format.
3. Item List in PDF format
4. Completed questionnaire
5. The remaining portions of the proposal may be saved as one file. Items 1-4 may be included in this file, but must be saved separately under their own file names as well.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127, between the hours of 8:00am - 3:00pm.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal **will not be accepted.** The District can request the price sheet attachment in Excel format.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Gold Star Foods, Inc.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Child Nutrition Services
2930 Gay Avenue
San Jose, California 95127
Telephone (408) 928-6903

REQUEST FOR PROPOSAL (RFP)- COVER SHEET

Grocery Commercial Products

Request For Proposal No. 2627-CNS01

This is a request for proposal (RFP) for Grocery Commercial Products (RFP No. 2627-CNS01) for the Alum Rock Union Elementary School District 2026-2027 school year. An RFP packet may be obtained from the Child Nutrition Services Department website or by calling 408-928-6905 or emailing Denisse Mendez at denisse.mendez@arusd.org. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

MAIL PROPOSAL TO:

The RFP shall be mailed to the attention of:

Alum Rock Union Elementary School District
Child Nutrition Services Department, BLDG #500
2930 Gay Avenue, San Jose CA 95127
ATTN: Denisse B. Mendez
Grocery Commercial Products(RFP No. 2627-CNS01)

Gold Star Foods, Inc.

U.S. Department of Agriculture Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027 (PDF), found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

1. mail:
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW, Mail Stop 9410
   Washington, D.C. 20250-9410;

2. fax:
   202-690-7442; or

3. email:
   Program.Intake@usda.gov.

This institution is an equal opportunity provider.

Gold Star Foods, Inc.

Proposal Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name: Gold Star Foods, Inc.

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ☑ Proposal Submission Checklist (Attachment 1, this form)
- ☑ Buy American Provisions Section (Page 16- Signed)
- ☑ General Terms and Conditions Section (Page 24- Signed)
- ☑ Service Level Agreement (Page 27 - Signed)
- ☑ Ordering and Delivery Section (Page 28 - Signed)
- ☑ Special Conditions and Instructions Section (Page - 30 Signed)
- ☑ Request for Proposal Signature Page (Attachment 2)
- ☑ Evaluation Criteria (Attachment 3)
- ☑ Vendor Questionnaire (Attachment 4)
- ☑ References with at least 5 References (Attachment 5)
- ☑ Non Collusion Affidavit (Attachment 6)
- ☑ Bidder's Statement Regarding Insurance Coverage (Attachment 7)
- ☑ Worker's Compensation Insurance Certification Form (Attachment 8)
- ☑ Drug Free Workplace Certification (Attachment 9)
- ☑ Equal Opportunity Employment (Attachment 10)
- ☑ Fingerprint Clearance/Criminal Background Investigation (Attachment 11)
- ☑ Suspension and Debarment Certification (Attachment 13)
- ☑ Certification Regarding Lobbying (Attachment 14)
- ☑ Iran Contracting Act of 2010 Compliance Affidavit (Attachment 15)
- ☑ Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 16)
- ☑ Clean Air and Water Certification (Attachment 17)
- ☑ Buy American Certification Form (Attachment 18)
- ☑ China Prohibition Certification (Attachment 19)
- ☑ Contractor Certification: Prohibition On Political Contributions (Attachment 20)
- ☑ Itemized Bid List (Attachment 21)
- ☑ Statement of Pricing (Include in your proposal)
- ☑ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- ☑ W-9
- ☐ Addenda

Gold Star Foods, Inc.

GOLD STAR FOODS

STATEMENT AND EXPLANATION OF PRICING

Gold Star is offering a fixed price proposal on all items requested. These fixed prices are guaranteed for the full term of the proposal. The prices are subject to change only in the event of extreme conditions considered to be Acts of God and Force Majeure. Examples would be floods, hurricanes, and freezes, global supply chain changes, and inflationary situations that would affect the normal pricing of products. Any request for a change in price is made with prior communication to the district.

We know this method of pricing is transparent and easy to audit. Fixed-term pricing removes the need for cross-checking invoices and calculating actual sell prices as they are submitted and changing. Our proposal allows the district the benefit of fixed food costs for menu planning. When considering our proposal, the need for additional resources and information (invoices) used to perform price audits and changes are not required.

Gold Star Foods, Inc. (Gold Star) uses our landed costs as the basis for calculating all fixed fee delivery prices. Our landed cost is determined as either:

(a) The total amount paid for by Gold Star on the manufacturers invoice when the foods are delivered directly to Gold Star's Ontario facility by the manufacturer or designated logistics company, or

(b) The total amount paid for by Gold Star on the manufacturers invoice plus the freight cost incurred by Gold Star when our driver/truck pick-up the foods at the manufacturers' facility or their secondary cold storage facility

Our pricing model is based on distribution for all the districts in this RFP considering additional multi-category purchases which provides the lowest cost for distribution. To determine fixed fee pricing, we consider all aspects of our costs including:

- Fair wages and benefits for all Warehouse Personnel, Truck Driver(s), and Office Staff
- Costs of transport (Trucks, Insurance, Fuel, Maintenance)
- Warehouse and facility costs
- Technology
- Quality Assurance and Food Safety Systems/Certifications
- Vendor selection, vetting, management, and oversight

General Terms And Conditions

1. **GENERAL** - This information to bidders is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Denisse B. Mendez at the address listed below, email ***denisse.mendez@arusd.org*** or for document assistance, call Denisse B. Mendez at (408) 928-6905.

2. **RFPS** - To receive consideration, proposals shall be made per the following instructions. The Alum Rock Union Elementary School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All bidders will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Alum Rock Union Elementary School District – Attention – Denisse B. Mendez no later than 3:00 pm **April 10, 2026.** E-mail questions to ***denisse.mendez@arusd.org***. The Alum Rock Union School District shall not be obligated to answer any questions received after the above-specified deadline or any inquiries submitted in a manner other than those instructed above.

3. **INFORMATION ABOUT THE DISTRICT** - The District is located in Santa Clara County and has an estimated student enrollment for the 2026 - 2027 school year of approximately 6,400 students. The District has 6 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

   The District is seeking to:
   1. Ensure that students are receiving high quality Grocery products,
   2. Purchase high quality Grocery Commercial Productsat the best possible price,
   3. Offer more Grocery Commercial Productsthat include locally grown ingredients, and those that support Socially Disadvantaged Farmers when possible,
   4. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing Grocery products,
   5. Partner with a Grocery vendor that will provide excellent customer service.

4. **DEADLINE FOR RECEIPT OF RFPS** - RFPs must be received before 3:00:00 p.m. on **April 10, 2026,** after which the Proposals that have been received will be publicly read out, which vendors can attend virtually via Zoom. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the bidder, and submitted to:

Alum Rock Union Elementary School District
Child Nutrition Services
Attn: Denisse B. Mendez
2930 Gay Avenue
San Jose, CA 95127

- It is the Vendor's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.
- The Alum Rock Union Elementary School District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.

- Questions regarding the RFP and RFP documents will only be accepted if submitted in writing. Submit questions to Denisse B. Mendez by email: denisse.mendez@arusd.org. To receive consideration, RFPs/Proposals shall be made by the following terms:

5. **THE RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP in **blue ink**. An authorized officer shall sign the RFP under the correct firm name.

6. **"FAX" RFPs** - Facsimile copies of RFPs are not accepted.

7. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; an RFP that meets all of the specifications outlined in the RFP.

8. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the bidders before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.

9. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

10. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or of similar intent is considered as non-responsive to the particular item.

11. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 17). Errors may be crossed off and corrections made before RFP opening only and must be initialed in **blue ink** by the person signing the RFP or the bidder's authorized representative. All items are fixed price. At no time shall the prices charged to the District exceed the prices bid. Any price changes must be agreed to in writing by the District following reasonable notice to accept. If the bidder is substituting with like product, fixed pricing must be honored. Prices proposed for all fixed fee items will be for the period July 1, 2026 (beginning of school year) through June 30, 2027 (end of school year). Upon renewal, any goods added to the contract must be included in a contract amendment, if applicable. For each year of a renewed contract, a new basis for contract value, including the actual expenditures for the previous year plus the additional items, must be established.

    i. Itemized Bid List – The District's Itemized Bid List is attached hereto. Please read instructions provided in the item list. The District requires price per unit conversions in order to facilitate price comparisons.

    Proposals must include and all product info requested. Per Buy American guidance, the District will show preference to domestically sourced product. For any non-domestic grown or processed items offered by the Bidder, a domestic equivalent must be provided. If no domestic equivalent is not available, note this in the "Notes" section. The District reserves the right to choose domestic items based on affordability and

Gold Star Foods, Inc.

availability and if so will not include the equivalent non-domestic items in scoring the Bid. For any non-domestic products, justification must be provided.

The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed.

ii. Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract

iii. All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

12. **TAXES -** Local, State, or Federal taxes shall not be included in the proposal price term.

13. **PERFORMANCE GUARANTEE -** The successful bidder(s) may be required to provide a performance guarantee. Such requirements shall be at the discretion of the District's Assistant Superintendent of Business Services. A continuous performance bond of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Assistant Superintendent of Business Services is the preferred form of performance guarantee. Said bond shall be furnished within (5) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable RFP.

14. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES -** The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Child Nutrition Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing, and the test shows that the sample does not comply with the RFP specifications, the bidders(s) shall pay the examination cost. In bidding, the bidder(s) certifies that all materials conform to CAL OSHA and all other law requirements. Where applicable standards have been established, all equipment and individual components shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

15. **DISTRICT REQUIREMENTS-** The quantity shown is the estimated consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies, or services listed in the RFP are required during the contract and shall be ordered and purchased from the successful bidder(s). The District shall have the right to issue purchase orders up to and including the last day of the contract period, even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the contract such items as may be required for testing, evaluation, or experimental purposes or special programs of an emergency nature and purchases made by individual schools.

Gold Star Foods, Inc.

16. **ACCEPTANCE OR REJECTION OF RFP'S** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, also provided that the bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's approval of one or more additional items submitted in the same RFP. RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.

17. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.

18. **AWARDS** - The District reserves the right to determine that items bid meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Further, the Board of Education reserves the right to accept or reject any RFPs and waive any informality or irregularities in the bidding.

19. **EXECUTION OF CONTRACT-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms, Instructions, and Conditions.

20. **DELIVERY** - Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/ invoice shall accompany all shipments.

21. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.

22. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due to the bidder.

23. **INSURANCE** - The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract. ***The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming Alum Rock Union Elementary School District as an additional insured and requiring the bidder's insurance to be primary by separate endorsements as follows***: The bidder is required to

Gold Star Foods, Inc.

provide proof of insurance to the Governing Board of a comprehensive commercial general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury, sexual misconduct, and personal &advertising injuryshall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident: $2,000,000 aggregate. Property Damages shall be $1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage at no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the Director of Child Nutrition Services, Denisse B. Mendez, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.

24. **INDEMNIFICATION** - Vendor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Vendor, the Vendor Parties in the performance of or failure to perform Vendor's obligations under this Agreement, including, but not limited to Vendor's or the Vendor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

25. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127. The successful bidder shall submit invoices under the same firm name shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.

26. **STATEMENT** - The successful bidder(s) shall render bills and/or statements to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA, 95127, following delivery of materials. An itemized, numbered invoice showing the vendor's name, date, quantity, type, prices, and extended charges of items purchased, must be furnished in duplicate to the individual school kitchen at the time of delivery and signed by the Kitchen/Satellite Supervisor or assigned designee. The vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, damaged or spoiled product necessitating a return, redelivery, or reorder. Separate invoices and monthly statements are required to identify purchases for Child feeding programs (i.e., CACFP and NSLP). A copy of a credit, priced and extended, shall be mailed with the corresponding invoice to the District's Child Nutrition Services Department. The successful bidder(s) shall submit monthly electronic statements in Excel Format to the following name and address:

Gold Star Foods, Inc.

Alum Rock Union Elementary School District
Child Nutrition Services
2930 Gay Avenue
San Jose, CA 95127
Attention: Jazzy Nguyen
jazzy.nguyen@arusd.org

The Child Nutrition Service billing cut-off is the 25th of each school month, with the exceptions of the months of June and September, which shall be the 30th. The monthly statement shall be broken down by site, by date and include invoice numbers for all charges. This statement showing the month's purchases shall be received by the Child Nutrition Services Department by the 10th of the following month. Payment by the District will be made within 45 days for service satisfactorily performed by the successful; bidder(s) after receipt of properly documented invoices/statements.

27. **VELOCITY REPORT** - The District reserves the right to request velocity reports for any items ordered throughout the contract Velocity reports will be delivered via email to better assist for inventory tracking purposes.

28. **APPLICABLE 'BUY AMERICAN' PROVISIONS -** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture.

    Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports ARUSD working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food and Nutrition Service (FNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

    The Buy American provision applies to ARUSD located in the forty-eight contiguous United States and is one of the procurement standards ARUSD Program Operators must comply with when purchasing commercial food products served in the school meals programs.

    Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by ARUSD.

    For products procured by ARUSD for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are:

Gold Star Foods, Inc.

Meats and meat alternates
Grains
Vegetables
Fruits
Fluid milk
Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by an ARUSD or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by ARUSD. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Nonavailable articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

ARUSD complies with the California Food and Agriculture Code (FAC) 58596.3, requirement that schools that receive $1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced nondomestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non- domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery. The request must include the:

(1) Alternative substitute(s) that are domestic and meet the required specifications:

(a) Price of the domestic food alternative substitute(s); and
(b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

(a) Price of the domestic food product; and
(b) Price of the non-domestic product that meets the required specification of the domestic product.

SFAs may document exceptions by maintaining records of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement reviews of local agency procurement practices.

One resource SFAs and State agencies may use in order to document exceptions is the market news reports available from AMS. AMS provides free, unbiased price and sales information on farm commodities at: https://www.ams.usda.gov/market-news. Using this website, SFAs and State agencies can find third-party verification of cost and availability of domestic and nondomestic foods. Further, SFAs may use the information to communicate alternatives with food suppliers and document purchase decisions.

Regulations require ARUSD to maintain documentation to demonstrate the use of exceptions. Items found on the Federal Acquisitions Regulations (FAR) 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), are exempt from the documentation requirement, but these items must be counted toward the cap on non-domestic purchases when that goes into effect.

The USDA developed an optional Buy American Standard Tracking Form Template that ARUSD can use to track both the exceptions and costs related to non-domestic product purchases. When ARUSD Program Operators purchases a product found on the FAR 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), this must be included on the tracker for the purpose of accurately tracking total non-domestic costs. The CDE encourages the use of the Buy American Tracking Form Template to document the use of exceptions to purchase non-domestic foods under the Buy American provision. The Buy American Standard Tracking Form is available in the CNIPS, Download Forms, Form ID PRU 10.

Documentation must be on file for at least the current year plus three years and must be made available during an on-site administrative review and an off-site procurement review.

The District reserves the right to reject any proposals that do not meet the non-domestic food purchases cap of 8 percent.

The District requires appropriate documentation for any proposed product that does not meet the Buy American requirements.

I/we Gold Star Foods, Inc. **, certify that only domestic commodity or food/beverage products will be supplied to ARUSD unless otherwise mutually agreed upon and pre-approved by ARUSD .**

John Cho, E.V.P of Revenue Management April 10, 2026

Signature **Date**

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

ARUSD will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between ARUSD and the vendor and documented.

29. **FUEL CHARGES** - No fuel surcharges will be accepted under this contract, and the addition of such charges shall not be permitted during the period of the term of this contract.

30. **MULTI-YEAR EXTENSIONS**: Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years not to exceed three (3) years. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
    - The District has deemed the products and services of the vendor satisfactory.
    - The Vendor shall submit a list of the price increases for the next fiscal year (July 1- June 30) by the last business day in April. Price increase must not exceed the current year's San Francisco Area Consumer Price List with a maximum of 5% per contract term.
    - Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.

31. **LIMITATIONS** - The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.

32. **AWARD** - The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. The District further reserves the right to contract the work with whomever and in whatever manner the District decides to abandon the work entirely and to waive any informality or

non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

This contract will be awarded to single or multiple responsive and responsible bidders who meet RFP terms and conditions. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.

The committee may investigate the qualifications of the bidder/vendor under consideration, require confirmation of information furnished by the bidder/vendor, and require additional information and evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the vendor.
The committee will make a recommendation to the Board of Trustees.

The Director of Child Nutrition Services will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Child Nutrition Services Department will issue an intent to Award Letter to the successful bidder(s). The Alum Rock Union Elementary School District Board of Education will formally award the award.

33. **BASIS OF AWARD**

The Board of Trustees of the Alum Rock Union Elementary School District intends to award the RFP based on price, delivery specifications, minimum delivery amounts, technology and reports, food tasting, and service per the specifications herein. Parties will be assigned a score based on these criteria. Please refer to the evaluation criteria on page 27. Grocery Commercial Productsvendor shall be awarded the bid for service between **July 1, 2026, through June 30, 2027.**

a. The Alum Rock Union Elementary School District reserves the right to reject quotations and waive any formality in the bidding.
b. Awarded vendors will be required to enter into a contract with Alum Rock Union Elementary School District.
c. "The District reserves the right to eliminate from consideration any vendor whose bid response covers less than twenty-five percent (25%) of the total line items included in the Itemized Bid List. Vendors who fail to meet this minimum bidding threshold may be deemed non-responsive and disqualified from award."
d. The District reserves the right to reject proposals for any items that do not meet the District's minimum Meal Component Equivalent as outlined on the Item List.

33. **PROPOSAL PROTEST PROCEDURES**

A. **Protest Procedures:** Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The Districts Child Nutrition Services Director will receive the protest in writing no later than 3:00 p.m. after the fifth (5^{th}) business day following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.
B. **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.

Gold Star Foods, Inc.

C. **Resolution of Controversy**: Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within thirty- (30) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.

D. **Appeal:** If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

Alum Rock Union Elementary School District
Teresa DeCelles
Business Services Department
2930 Gay Avenue
San Jose, CA 95127

E. **Appeal Review and Finality**: The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Child Nutrition Director and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The Assistant Superintendent of Business Services or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.

F. **Reservation of Rights to Proceed with Contract Pending Appeal**: The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

G. **Waiver:** The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under to the California Government Code, or filing of any other legal proceedings.

34. **PROVISIONS**:

A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

B. **Binding Effect** - This Agreement shall inure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.

C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.

E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. **Hold Harmless Clause** - The successful bidder(s) agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or insure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. **Prevailing Law** - In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.

I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.

J. **Permits and Licenses** - The successful bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.

K. **Toll Charges** - If the District places toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder(s) shall accept charges for such calls on a reverse charge basis.

L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the District.

N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be

Gold Star Foods, Inc.

discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require compliance by all subcontractors employed on the work by them.

O. **Termination For Cause And Convenience** -

(1) *Performance Period.* If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the District shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this Contract shall, at the option of the District, become the property of the District, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

(2) *Post-Performance Period.* If the Contractor fails to make delivery of goods or services under this Contract within the time specified or any extension thereof, or otherwise fails to comply with the provisions of this Contract, the District may terminate the right of the Contractor to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of such termination, the District may procure, upon such terms and in such manner as it may deem appropriate, goods or services similar to those terminated, and the Contractor shall be liable to the District for any excess costs for such similar goods or services, provided that the Contractor shall continue performance of this Contract to the extent not terminated.

(3) *Termination for Convenience of the District.* The District may terminate this Contract, in whole or in part, whenever the District determines that such termination is in the best interest of the District. Whenever this Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed under this Contract prior to termination, as determined by the District based on evidence submitted by the Contractor and acceptable to the District. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

(4) *Notice and Obligations.* All such terminations shall be effected by delivery to the Contractor of a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to the District all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

(5) *Payment Upon Termination.* In the event of termination, all finished or unfinished documents, data, and reports prepared by the Contractor under this Contract shall become

Gold Star Foods, Inc.

the property of and delivered to the District on demand. If this Contract is terminated before performance is completed, the District shall pay the Contractor only for that work satisfactorily performed for which costs can be substantiated. Such payment shall be determined by negotiation between the parties on the basis of work done and costs incurred. If the parties cannot agree on an amount of payment, the dispute will be resolved in accordance with the Dispute Resolution provision in this Contract. The Contractor shall not be paid for work done after receipt of the Notice of Termination.

P. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

Q. **Cancellation for Insufficient or Non-Appropriated Food Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

R. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in or omissions from the RFP documents, they may submit to the Child Nutrition Services Director of the Alum Rock Union Elementary School District a written email request for clarification and the response to it will be e-mailed to all bidder(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.

S. **Product Shortages** - If the successful bidder(s) cannot supply any product listed herein, the District may purchase the said product at a fair market value from another source. The difference in cost and all delivery charges shall be the supplier's responsibility, listed in the original contract agreement.

T. **Failure to Fulfill Contract** – When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract entered into with the vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner with another vendor as seems to the Board of Trustees to be to the best advantage to the District. Any failure to furnish such articles or services by reason because of the vendor or contractor, as above stated, shall be the liability against the vendor and his sureties. The District reserves the right to cancel any articles or services that the successful bidder may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the bidder's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

U. **Fingerprinting** - Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1 - Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

V. **Attorneys' Fees** – In the event of any dispute between the District and the Vendor about this contract or the services or products provided hereunder, the prevailing party (as determined by the

court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorney's fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

35. **CERTIFICATIONS**

A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:

a. Section 306 of Clean Air Act (42 U.S.C. 1847(h)):
b. Section 508 of the Clean Water Act (33 U.S.C. 1368);
c. Executive Order 11738;
d. Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPS's List of Violating Facilities

C. **Suspension and Debarment Certifications:** The USDA Certification Regarding Debarment must accompany this proposal and each **subsequent** additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

D. **Lobbying**: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration

E. **Energy Policy and Conservation Act:** The Vendor shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. **Contract Work Hours and Safety Standards Act Compliance:** In the performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

Gold Star Foods, Inc.

G. **The Certification Regarding the Iran Contracting Act**

H. **The Contractors Certification** - Regarding Drug-Free Workplace

I. **The Contractors Certification** - Alcoholic Beverages and Tobacco-Free Workplace

J. **The Contractors Certification** – Workers' Compensation

K. **Equal Opportunity** -

Gold Star Foods, Inc.

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT
Alum Rock Union Elementary School District
By: Sandra Garcia
Title: Interim Superintendent

Address:
2930 Gay Avenue
San Jose, CA 95127
Phone No: (408) 928-6903

Fax No: (408) 928-6413

PROVISIONER
Gold Star Foods, Inc.
By: John Cho
Title: E.V.P of Revenue Management

Address:
3781 E. Airport Dr. Ontario, CA 91761

Phone No: 909-843-9600
Fax No. 909-843-9658

Service Level Agreement

Below are the service expectations from the successful bidder upon receiving the award for this RFP. The successful bidder must understand and agree to the following service levels to enter into an agreement with Alum Rock Union Elementary School District. The bidder must know that the District's Grocery Commercial ProductsRFP includes not only the purchase of products; but also service and delivery expectations that must be agreed to before entering into this agreement. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of a lack of such examination, inquiry, or knowledge.

General Instructions: RFPs are requested for furnishing Grocery Commercial Productsfor the period of (1) year and the possibility of two (2), one (1) year extensions. This RFP will be for contracting from *July 1, 2026 - June 30, 2027.*

1. Failure to meet these specifications shall entitle the District to cancel the contract with a 30-day notice.
2. All products specified will be purchased from the successful bidder(s) selected. Due to school demand, the District reserves the right to add or remove products as necessary. The price of such items shall be negotiated between the District and the Distributor using a similar markup percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement.
3. Unless otherwise specified, all products must follow the specifications indicated. All products must be fresh and U.S. Grade 1 or better. All processed fruits and vegetables must be sealed in airtight packaging. In the event of product quality failure, including but not limited to off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable product factors, provisions must be made for pick up, exchange and issuance of appropriate credit. Additionally, products will be delivered free of infestation, including but not limited to larvae and rodent droppings.
4. Cases and packages shall be constructed to ensure safe and sanitary transportation to the point of delivery. All packaging materials shall be FDA-approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected, returned for credit, or immediate replacement, at no cost to the District for a product, freight, or re-delivery.
5. In the interest of serving the highest quality foods to students. This "Best Served On" date will assist menu planners in placing foods on optimal days of the week to maximize quality. The Distributor shall follow appropriate procedures for the first in, first out (FIFO) stock rotation system.
   The Distributor agrees to permit inspection of the delivered items by a representative of the District's Child Nutrition Services Department with the right to reject inferior merchandise. The District's decision shall be final, and credits must be provided upon request. All perishable products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the district between 35° and 38° Fahrenheit.
6. HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM – The Distributor shall follow appropriate handling and storage practices: including providing proof of established sanitation procedures and an active pest control program to ensure proper information. A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system or Food Safety and Security Program must be submitted with this proposal. Distributors shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, the Distributor shall ensure that all products received under this contract shall be prepared, handled, and stored per the health and sanitation standards for the County of Santa Clara or the local/city/county agency in which the product was produced, State of California, and

Gold Star Foods, Inc.

Federal Government, whichever is higher. In case of a product contamination issue, Distributor shall provide traceback capabilities for all products to the point of origin. Evidence of such procedures should be submitted with the proposal (HACCP Plan or Food Security and Safety Program including Pest Control Policy and Recall Procedures).

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PRODUCT QUALITY PARAMETERS WILL BE REJECTED.

7. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, upon satisfactory agreement between the awarded bidder and the District, the District will deduct the total lost reimbursement from the supplier's current invoices. The distributor must guarantee a 90% fill rate for all District orders.
8. Quarterly, the successful bidder shall submit a complete listing with usages of all products purchased by the District.
9. All products delivered during the period covered by this proposal shall be only the exact products as requested by the District;

    a. Substitute products will be domestic product, defined as produced and processed in the United States substantially using agricultural commodities produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities grown domestically. Exceptions to this requirement are outlined in section 27 "Applicable Buy American Provisions".

    b. The Successful Bidder MUST provide a Buy American exemption letter with any substitute products. The exemption letter will include a reference to the product as well as one of the explanations outlined in Section 27 "Applicable Buy American Provisions".

10. Mail all invoices and statements to Alum Rock Union Elementary School District, 2930 Gay Avenue, Bldg. 500, San Jose, CA 95127 - Attention: Child Nutrition Services. The District has the right to request invoices and statements via email. Statements are requested in an excel format.
11. If a product recall is instituted on an item delivered, the distributor will notify the District within 24 hours. The Distributor will be responsible for all costs associated with the replacement product, shipping charges, and product credit. Suppose at any time it is determined that the health and safety of the District's customers are affected by the usage of this product. In that case, the Distributor and Distributor processor must and will assume full liability.
12. No overnight "dark" drops. Deliveries must be signed for, and all products must be delivered directly to each kitchen. There is no delivery during school holidays and delivery on Saturday or Sunday. (Upon award Child Nutrition Services will provide the vendor with school vacation and holiday schedules).
13. The District's kitchens are not equipped with a loading dock. Deliveries must be unloaded by the delivery driver and placed into the designated walk-in cooler by the delivery driver. It is advised that all orders be made utilizing a delivery truck equipped with a lift gate.
14. A duplicate of the signed invoice ticket shall be left at each location at the delivery time. An itemized monthly statement showing each delivery location must be sent to the District's Child Nutrition Services Department. Quantities, item descriptions, unit prices, and extended amounts must be shown on each invoice; this shall apply to all credits. The person receiving it shall sign invoices and credits. A separate delivery ticket, invoice, and statements will be provided for the Breakfast/Lunch Programs and Supper Program.
15. Any information regarding shorted items/orders must be forwarded directly to Child Nutrition Services before delivery at the following phone number: 408-928-6907, Tina Sanders.
16. Any issues/changes on deliveries or other emergency communications shall be reported directly to the Child Nutrition Services Department by the vendor's authorized representative. Contact must be made

directly through phone call or email to:
Tina Sanders at 408-928-6907, tina.sanders@arusd.org (All deliveries)

17. The district reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP. The District requests deliveries each week specified in the schedule in the following table.
18. Perishable Grocery products must be delivered in a refrigerated clean and sanitary truck and the temperature of the products must be 37° – 45° at the time of delivery. A lift gate and pallets may be needed for large loads.
19. Pallets should not exceed 6 feet high and frozen and refrigerated products should be provided on separate pallets.
20. Perishable Grocery products will be stored in the school's Grocery coolers by the delivery person.

By signing below, the authorized representative of the Vendor certifies that they have read, understand, and agree to provide the above Ordering and Deliver to Alum Rock Union Elementary School District in accordance with all terms and specifications herein. The Vendor further acknowledges that failure to maintain the required service levels may result in corrective action up to and including contract termination.

Gold Star Foods, Inc.
Company Name (Print or Type)

Authorized Company Representative Signature

April 10, 2026
Date

Print Name: John Cho, E.V.P of Revenue Management

SEE ATTACHED

Ordering/Delivery

The selected vendor collaborates with the District over the term of the contract resulting from this RFP to procure and deliver grocery products to the District's kitchen sites and District Warehouse. The District reserves the right to designate an alternate delivery location if the designated site cannot receive deliveries for any reason. The District also reserves the right to revise the delivery times as required. Additional product and service requirements are outlined within the RFP.

*Orders will be placed with the vendor weekly on Monday before the week or as agreed upon by both parties.

ARUSD Delivery Locations				
Location	**Address**	**Delivery Times**	**Preferred Delivery Days**	**Number of Deliveries Per Week**
District Warehouse	2390 Gay Avenue San Jose 95127	6:30am - 11:00am	Monday - Thursday	2
Adelante Dual Language Academy (K-8)	1720 Hopkins Drive San Jose 95122	6:30am - 11:00am	Monday - Thursday	2
Ocala STEAM Academy (6-8)	2800 Ocala Avenue San Jose 95127	6:30am - 11:00am	Monday - Thursday	2
Renaissance at Mathson (6-8)	2050 Kammerer Ave San Jose 95127	6:30am - 11:00am	Monday - Thursday	2
Sheppard Middle & Painter at Sheppard (K-8)	480 Rough & Ready Road San Jose 95133	6:30am - 11:00am	Monday - Thursday	2

By signing below, the authorized representative of the Vendor certifies that they have read, understand, and agree to provide the above level of service to Alum Rock Union Elementary School District in accordance with all terms and specifications herein. The Vendor further acknowledges that failure to maintain the required service levels may result in corrective action up to and including contract termination.

Gold Star Foods, Inc.
Company Name (Print or Type)

Authorized Company Representative Signature

April 10, 2026
Date

Print Name: John Cho. E.V.P of Revenue Management

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

GOLD STAR FOODS, INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3781 EAST AIRPORT DR

Requester's name and address (optional)

6 City, state, and ZIP code

ONTARIO, CA 91761

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	6	–	1	3	4	0	5	6	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Maria Ramos Date 1/1/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Pabla Barros
Edgewood Partners Ins. Center 350 S. Grand Avenue, Suite 4500 (877) 650-3742 / Lic#0B29370 Los Angeles CA 90071	PHONE (A/C, No, Ext): (213) 629-8936 FAX (A/C, No): E-MAIL ADDRESS: pabla.barros@epicbrokers.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
HVGSACQU Gold Star Foods, Inc. 3781 E Airport Drive Ontario, CA 91761	INSURER A : Starr Indemnity & Liability Company	38318
	INSURER B : Great American Insurance Company	16691
	INSURER C : Navigators Insurance Company	42307
	INSURER D : Homesite Insurance Company	17221
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2034605502 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT X LOC OTHER:	Y		1000100096251	11/1/2025	11/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 10,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			1000639298251	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C D	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			NY25UMRZ035PVIC CXS06142000	11/1/2025 11/1/2025	11/1/2026 11/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1000003941 1000004409 1001243017	11/1/2025 11/1/2025 11/1/2025	11/1/2026 11/1/2026 11/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Crime / Fidelity Coverage			SAAE92289603	11/1/2025	11/1/2026	Employee Dishonesty Loss of Clients Prop Erisa	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP #2627-CNS01 ; Grocery Commercial Products.

Alum Rock Union Elementary School District Child, to the extent required by written contract is an additional insured on a primary and non-contributory basis with respect to General Liability. 30-day notice of cancellation, except 10 days for non-payment of premium, applies to the extent required by written contract.

CERTIFICATE HOLDER

Alum Rock Union Elementary School District
Child Nutrition Services Department, Bldg #500
2930 Gay Avenue
San Jose CA 95127

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization for whom you perform work under a written contract that required you to obtain this agreement from us.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-Contributory Condition

Policy Number: 1000100096251 **Effective Date:** November 1, 2025 at 12:01 A.M.
Named Insured: HV GS Acquisition, LP.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. SECTION IV – CONDITIONS, condition **4. Other Insurance** is amended as follows:

1. The following is added to paragraph **4.a.** of the **Other Insurance** condition:

   This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel

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Gold Star Foods, Inc.

9.5

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: June 11, 2026

Subject: **Request for Approval of RFP No. 2627-CNS02 Distribution of Commercial Food Products and Paper Supplies for 2026-2027 School Year**

Support Information: Child Nutrition Services Program (CNS) solicited RFP following the federal competitive bid procedures to obtain the best service, price, and products of paper goods to support child feeding programs. The RFP was advertised to Individual Foodservice, Imperial Dade, Gold Star Foods, Inc, Cole Supply, and Sysco San Francisco, Inc. On bid opening day, we received three RFPs from Gold Star Foods, Inc, Sysco San Francisco, Inc, and Imperial Dade. Based on pricing, quality of products and services, CNS recommends awarding contract to Imperial Dade.

Fiscal Impact: Yes

Budget Source: Fund 13 - Cafeteria Fund

Recommended Action: Staff recommends that the Board of Trustees approve and award the RFP with Imperial Dade in the amount of $250,000.

Recommend Approval

Submitted by: Denisse Mendez DM Title: Director of Child Nutrition Services

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

To the Board of Trustees: Meeting: June 11, 2026
Regular Board Meeting

9.5
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

Request for Contracted Services

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

Child Nutrition 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: Imperial Dade

Address: PO Box 103264 City: Pasadena State: CA Zip: 91189

Phone: ( ) Email: Corey.Knudsen@imperialdade.com

SSN: _____ Fed I.D. #: 20-5963953

CONTRACT TERM: start dates 07/01/2026 end date 06/30/2027

CONTRACTOR'S OBLIGATION:

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

Obtain all paper supplies from vendor. This includes but not limited to trays, sporks, foil pan, paper towels, gloves, hairnets, cleaning supplies etc. Item are needed to prepare and serve meals in a safe manner. All products are delivered to warehouse, middle schools, and K-8 site.

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)

X a. **Fee Rate:** $250,000 NTE per year Not to Exceed _____ of services.

_____ b. **Other:** $_____

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
130	5310	0	4300	00	0000	3700	000000	480	3700	$250,000	5/19/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5/19/26

Director of Fiscal Services: _____ Date: 5/19/26

Asst. Supt., of Business Services: _____ Date: 5/19/26

Superintendent: _____ Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: Child Nutrition Services Date: June 11, 2026

Requested by: Denisse Mendez, Director of Child Nutrition Services

Name of Company/Individual to be contracted: Imperial Dade

Address: PO Box 103264

City: Pasadena State: CA Zip Code: 91189

Dates of Services: 07/01/2026 - 06/30/2027

Services to be provided:

Obtain all paper supplies from vendor. This includes but not limited to trays, sporks, foil pan, paper towels, gloves, hairnets, cleaning supplies etc. Item are needed to prepare and serve meals in a safe manner. All products are delivered to warehouse, middle schools, and K-8 site.

Estimated Cost: $250,000

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
130	5310	0	4300	00	0000	3700	000000	480	3700	$250,000	5/19/26

Supervisor's Signature: Date: 5/19/26

Approved: ☐ **Yes** ☐ **No**

SCORING

The following (TABLE A) shows the average score for all vendors based on the criteria and available points outlined above. Each proposal was independently scored by two evaluators; the average of those scores is shown below.

TABLE A

Imperial Dade	85.0
Gold Star Foods	72.0
Sysco	71.0

AWARD SUMMARY

The following table summarizes the recommended single-vendor award based on the best overall evaluation score across price and non-price criteria:

Vendor	Items Awarded	Estimated Annual Value
Imperial Dade	54 items	$245,880
TOTAL	**54 items**	**$245,880**

PRICING

Distribution of Commercial Food Products and Paper Supplies bids were requested via an RFP. The District stipulated that the bid could be awarded to single or multiple responsive and responsible bidders. Based on scoring and pricing, the RFP should be awarded to a single, exclusive vendor on a best-value basis to achieve the best overall value for the District. The estimated annual contract value of $245,880 reflects the per-pack pricing submitted by Imperial Dade extended across the District's projected case volumes for the twelve-month school year usage period. Total contract value is forecasted based on previous year's usage, accounting for demand change and new menu items.

Price scoring can be found in the RFP materials.

Reviewers

Denisse B. Mendez, Director of Child Nutrition Services, Alum Rock Union Elementary School District

Katrina Zhang, CNS Coordinator, Alum Rock Union Elementary School District

Links to the complete bid packages can be found *here*.

All bids and scoring materials are available by request.

Item List Attachment "21" | VENDOR NAME: Imperial Dade

Click "File" in the top left corner.
Choose either "Download" or "Make a Copy".
Add your company name to the file name.
Vendors must bid on all items.
Bidder must indicate item name, variety of item offered, description of item offered, Buy American information, Pack and Unit details prices and any additional notes pertaining to each item.
OUSD requires Pack information breakdown in order to effectively compare pricing across vendors with different Pack sizes. Please accurately fill out all pack size information.

Category	Item Description	If marked, the district requires a sample to be sent per instructions in the RFP Language	Describe the Master Pack specs	What type of pack is the Master Pack	This is the unit that makes up the pack described in Pack Description.	This is the number of units from "Pack Unit" column that are in a Pack. This is used to calculate price	Total Master Packs the District estimates it will use for the 26/27 School Year. Based on Pack size	This column is Volume Required in Pack Units. Packs x Number of Units/Pack. Used in	Pricing Structure	Item Description	Describe the Master Pack specs	What type of pack is the Master Pack	This is the Price Per Vendor Pack. Price should include all fees, taxes, etc. FOB,	This is the unit that makes up the pack described in Pack Descriptio	This information is used to compare pricing per unit to simplify comparisons. It is the Vendor		Add any notes about the product here. Special order, more lead time needed, etc.	This column calculates the number of vendor packs needed to meet the total volume n of product	Per Unit Price based on Average Vendor Price per Pack and Vendor Number of Pack Units/Pack (Calculated	Calculated, vendor does not need to fill in	Calculated, Vendor does not need to fill in
Category	Item Name (Brand or Equivalent)	SAMPLES	Pack Description	Pack Type (Ex Case, Bag, etc.)	Pack Unit (Each, Count, OZ, etc.)	Number of Pack Units / Pack	Required (Packs) for 26/27 School Year	Pack Units Required for 26/27 School Year		Vendor Item Description	Vendor Pack/Size Offered	Vendor Pack Type (Ex Case, Bag)	Vendor Price per pack (Case, bag, etc)	Pack Unit (EA Bag, Each	Number of Pack Units/Pack (ea, box)	Manufactured in the USA	NOTES	Number of Vendor Packs to Meet District	Calculated Bid Price per Pack Unit	Calculated Price based on Packs (Vendor Pack price x	Calculated Price based on Pack Units (Bid Price/Unit) x
Trays & Lids	EXAMPLE: BEST TRAY EVER 4 COMPARTMENT	FALSE	2/125	CS	Each	250	1500	375,000	Fixed Price	Example: Tray 4 Compartment	2/100 Trays	Case	$10.00	Each	200		Special Order	1,875	$0.05	$18,750.00	$18,750.00
Trays & Lids	VB TRAY 5 COMP BAGASSENO PFAS ADD 9.5X8 CONSERVEWARE	FALSE	4/125CT	CS	Each	500	2,560	1,280,000	Fixed Price	VB TRAY 5 COMP BAGASSE NO	500	CS	$35.00	Each	500	No	VBGS5COMPI	2,560	$0.07	$89,600.00	$89,600.00
Cups,Drinkware,Lids,Straws	8 OZ / 9 OZ WHITE PAPERCOLD CUP 1M/CS	FALSE	1000/CS	CS	Each	1000	418	418,000	Fixed Price	8 OZ / 9 OZ WHITE PAPER COL	1000	CS	$39.80	Each	1000	Yes	9DCP	418	$0.04	$16,636.40	$16,636.40
Bags	11X10 PRINTED GRAB & GOBAG 500/CS	FALSE	500/CS	CS	Each	500	677	458,500	Fixed Price	VB 11X10 PLAIN GRAB & GO BA	500	CS	$14.10	Each	500	No	46078	677	$0.03	$12,365.70	$12,365.70
Cutlery	VB CUT KIT 3PC PP WHT MED WGTSPORK/SPIKE STRAW;NAP	FALSE	1/1000 CS	CS	Each	1000	1,213	1,213,000	Fixed Price	VB CUT KIT 3PC PP WHT MED	1000	CS	$11.60	Each	1000	No	SPORKSKSPI	1,213	$0.01	$14,070.80	$14,070.80
Bakery Supplies	PAN LINER QUILON FULL WHT TRTD1000/CS / 16-3/8 X	FALSE	1000/CS	CS	Each	1000	193	193,000	Fixed Price	VB PAN LINER QUILON 25LB 16	1000	CS	$37.95	Each	1000	No	VBF25Q	193	$0.04	$7,324.35	$7,324.35
To-Go Containers & Lids	VB CONT DELI HINGED 24 OZ SQPET CLR 6.25X7.25X1.88	FALSE	200/CS	CS	Each	200	102	20,400	Fixed Price	VB CONT DELI HINGED 24 OZ S	200	CS	$39.85	Each	200	No	VBDEH24	102	$0.20	$4,064.70	$4,064.70
Cups,Drinkware,Lids,Straws	W450F CUP WATER PAPER 3.5 OZPLEATED 25SL/100	FALSE	25SL/100	CS	Each	2500	100	250,000	Fixed Price	CUP WATER PAPER 3.5 OZ PLE	2500	CS	$57.60	Each	2500	Yes	WF450F	100	$0.02	$5,760.00	$5,760.00
Aluminum Steam Pans & Lids	VB PAN ALUM 1/2 STEAM TABLEDEEP CHAFING 12.75X10.375X2.5	FALSE	100/CS	CS	Each	100	118	11,800	Fixed Price	VB PAN ALUM 1/2 STEAM TABL	100	CS	$34.30	Each	100	No	VBHDSP	118	$0.34	$4,047.40	$4,047.40
Bakery Supplies	BAKING CUP WHT2X4.75X1.38 20/500,10000/CS	FALSE	20/500,10000/CS	CS	Each	1000	33	33,000	Fixed Price	BAKING CUP WHT 2X4.75X1.38	10000	CS	$88.90	Each	10000	Yes	CG01011	3	$0.01	$293.37	$293.37
Food Wrap, Disp & Cutter	VB FOIL ROLL ALUM 18 INX1000FTEXTRA HEAVY DUTY	FALSE	1000FT	ROLL	FT	1000	138	138,000	Fixed Price	VB FOIL ROLL ALUM 18 INX1000	1	RL	$71.25	Each	1	No	11808	138,000	$71.25	$9,832,500.00	$9,832,500.00
Bowls & Lids	BOWL 16 OZ PAPER NO TREE500/CS	FALSE	500/CS	CS	Each	500	38	19,000	Fixed Price	BOWL 16 OZ PAPER NO TREE	500	CS	$63.25	Each	500	No	BOSU16	38	$0.13	$2,403.50	$2,403.50
Gloves	VB GLOVES VINYL PF L CLR100CT/PK 10PK/CS 1000CT/CS	FALSE	100CT/PK 10PK/CS 1000CT/CS	CS	Each	1000	149	149,000	Fixed Price	VB GLOVES VINYL PF L CLR 10	1000	CS	$20.80	Each	1000	No	64V3000PFL	149	$0.02	$3,099.20	$3,099.20
Food Wrap, Disp & Cutter	VB INSULATED FOIL SHEET 14X16SANDWICH WRAP 2/500	FALSE	2/500	CS	Each	1000	47	47,000	Fixed Price	VB INSULATED FOIL SHEET 14	1000	CS	$43.50	Each	1000	No	VBFWAS1416	47	$0.04	$2,044.50	$2,044.50
ESP Chemicals Only	Dawn® Professional Dish Soap (or equivalent)	TRUE	4/1GAL/CS	CS	Gal	4	83	332	Fixed Price	VB 209800-41 PINK RAINBOW D	4	CS	$27.35	Each	4	Yes	K01049	83	$6.84	$2,270.05	$2,270.05
Cups,Drinkware,Lids,Straws	VB PET SQUAT CUP 12 OZ CLR1,000/CS 98MM 20/50	FALSE	1000/CS, 20/50	CS	Each	1000	41	41,000	Fixed Price	VB CUP COLD 12 OZ SQUAT PE	1000	CS	$31.85	Each	1000	No	VBCCSPET12	41	$0.03	$1,297.65	$1,297.65
Trays & Lids	TRAY FOOD RED CHECK 1# (#100)1M/CS	FALSE	1000/CS	CS	Each	1000	82	82,000	Fixed Price	TRAY FOOD RED CHECK 1# (#	1000	CS	$17.35	Each	1000	Yes	RC100T	82	$0.02	$1,422.70	$1,422.70
Bowls & Lids	VB BOWL MICRO-SAFE 20 OZPP BLK 5.75 IN 8/84 CS	FALSE	8/84 CS	CS	Each	504	27	13,608	Fixed Price	VB BOWL MICRO-SAFE 20 OZ P	504	CS	$52.00	Each	504	Yes	VBBWP20B	27	$0.10	$1,404.00	$1,404.00
Gloves	VB GLOVES VINYL PF M CLR100CT/PK 10PK/CS 1000CT/CS	FALSE	100CT/PK 10PK/CS 1000CT/CS	CS	Each	1000	75	75,000	Fixed Price	VB GLOVES VINYL PF M CLR 10	1000	CS	$20.80	Each	1000	No	64V3000PFM	75	$0.02	$1,560.00	$1,560.00
To-Go Containers & Lids	VB CONT DELI HINGED 12 OZ SQPET CLR 5X5.5X2	FALSE	2/100	CS	Each	200	47	9,400	Fixed Price	VB CONT DELI HINGED 12 OZ S	200	CS	$25.30	Each	200	No	VBDEH12	47	$0.13	$1,189.10	$1,189.10
To-Go Containers & Lids	VB 4 OZ/5 OZ PARFAIT INSERT20/50 PTINS-DWE	FALSE	20/50	CS	Each	1000	52	52,000	Fixed Price	VB CUP INSERT DEEP 4 OZ PE	1000	CS	$23.10	Each	1000	No	VBCLN4	52	$0.02	$1,201.20	$1,201.20
Liners	VB CAN LINER 33X40 1.0MIL GRN6 ROLLS/25 33GAL COMPOSTABLE	FALSE	250/CS	CS	Each	250	11	2,750	Fixed Price	VB CAN LINER 33X40 1.0MIL GR	200	CS	$154.15	Each	200	No	VBLHG334010	14	$0.77	$2,119.56	$2,119.56
Bowls & Lids	VB LID BOWL MICRO-SAFE VENTEDDOME PP CLR 5.75 IN 8/83 CS	FALSE	8/83 CS	CS	Each	504	17	8,568	Fixed Price	VB LID BOWL MICRO-SAFE VEN	504	CS	$38.50	Each	504	No	VBBWLPD14	17	$0.08	$654.50	$654.50
Miscellaneous	ICE BLANKET FLEXIBLE 34FTBULK	FALSE	32CT/CS	CS	Each	32	8	256	Fixed Price	ICE BLANKET FLEXIBLE 34FT B	1	CS	$118.15	Each	1	No	FFIB85033	256	$118.15	$30,246.40	$30,246.40
Food Wrap, Disp & Cutter	VB WRAP 18 IN X2000FT 35 GAUGEWRAP / FILM	FALSE	2000 FT	Roll	Feet	2000	63	126,000	Fixed Price	VB WRAP 18 IN X2000FT 35 GA	1	RL	$16.00	Each	1	No	18X2M	126,000	$16.00	$2,016,000.00	$2,016,000.00
Paper Products	VB HOUSEHOLD ROLL TOWEL 30/852PLY	FALSE	30/CS	CS	Each	30	35	1,050	Fixed Price	VB HOUSEHOLD ROLL TOWEL	30	CS	$23.25	Each	30	Yes	VBKT385	35	$0.78	$813.75	$813.75
Napkins	VB DISP NAPKIN KFT 2PLY 6.5XINTERFOLD 12/500/CS KRAFT	FALSE	12/500/CS	Case	Each	6000	41	246,000	Fixed Price	VB DISP NAPKIN KFT 2PLY 6.5X	6000	CS	$19.85	Each	6000	No	VBIFNK	41	$0.00	$813.85	$813.85
Chemicals	EASY-OFF FUME FREE OVENCLEANER AERO 24 OZ	FALSE	6/CS	CS	Each	6	17	102	Fixed Price	EASY-OFF FUME FREE OVEN C	6	CS	$47.90	Each	6	Yes	EASYOFF	17	$7.98	$814.30	$814.30
Chemicals	BLEACH PURE BRIGHT 6%-8/1GAL GERMICIDAL	FALSE	1 Gal	Gal	Gal	1	39	39	Fixed Price	BLEACH PURE BRIGHT 6%-8/1G	6	CS	$20.40	Each	6	Yes	PUREBRIGHT	7	$3.40	$132.60	$132.60
Cups,Drinkware,Lids,Straws	VB LID CUP COLD DOME NO HOLES8 SERIES PET CLR 10/100	FALSE	10 packs/100each	Case	Each	1000	42	42,000	Fixed Price	VB LID CUP COLD DOME NO H	1000	CS	$18.55	Each	1000	No	VBOLNH98	42	$0.02	$779.10	$779.10
Chemicals	VEGGIE KLEAN 4/1GAL	FALSE	4/1 Gal	Case	Gal	4	6	24	Fixed Price	VEGGIE KLEAN 4/1GAL	4	CS	$111.60	Each	4	Yes	ACVEGGIEW4	6	$27.90	$669.60	$669.60
Bags	10.5X11 DBLE TRACK ZIPPERSEAL BAG GAL 250/CS 2.0 MIL	FALSE	250/Case	Case	Each	250	53	13,250	Fixed Price	10.5X11 DBLE TRACK ZIPPER B	250	CS	$12.60	Each	250	Yes	20FH60FH	53	$0.05	$667.80	$667.80
Small Wares	THERMOMETER DIGITAL AWR520BK	FALSE	1/EACH	Pack	Each	1	46	46	Fixed Price	THERMOMETER DIGITAL AWR	1	EA	$13.30	Each	1	No	TMT-DG4	46	$13.30	$611.80	$611.80
Trays & Lids	SX8 5X1.75 PRESSWARETRAYNO PFAS ADD 500/CS	FALSE	500/Case	Case	Each	500	9	4,500	Fixed Price	5X8.5X1.75 PRESSWARETRAY	500	CS	$59.09	Each	500	No	PCS5815XP	9	$0.12	$531.45	$531.45
Portion Cups & Lids	VB PORTION CUP 2 OZ CLRPP 50/50	FALSE	50packs/50each	Case	Each	2500	35	87,500	Fixed Price	VB PORTION CUP 2 OZ CLR PP	2500	CS	$18.90	Each	2500	No	VBPC201PP	35	$0.01	$570.50	$570.50
Portion Cups & Lids	VB CLR PET LID 1.5/2/2.5 OZPORTION CUP 2500/CS, 50/50	FALSE	50/50 (2500/case)	Case	Each	2500	35	87,500	Fixed Price	VB CLR PET LID 1.5/2/2.5 OZ PO	2500	CS	$12.80	Each	2500	No	VBPCLID250	35	$0.01	$448.00	$448.00
Gloves	VB GLOVES VINYL PF XL CLR100CT/PK 10PK/CS 1000CT/CS	FALSE	100CT/10PK	Case	Each	1000	22	22,000	Fixed Price	VB GLOVES VINYL PF XL CLR 1	1000	CS	$20.80	Each	1000	No	64V3000PFXL	22	$0.02	$457.60	$457.60
Safety Clothes & Equip	VB HAIRNET 22" BLK NYLON10/144	FALSE	1440CT/CS	1440	Each	1440	38	54,720	Fixed Price	VB HAIRNET 22" BLK NYLON 10	144	BX	$6.00	Each	144	No	HN400BK	380	$0.04	$2,280.00	$2,280.00
Small Wares	THERMOMETER -20 TO 70F 12/BX2 IN DIAL	FALSE	1 Each	Case	Each	1	64	64	Fixed Price	THERMOMETER -20 TO 70F 12/	1	EA	$3.65	Each	1	No	TMTRF2	64	$3.65	$233.60	$233.60
Bags	7X8 QUART ZIPPER BAGWHT STRIPE 500/CS	FALSE	500/CS	Case	Each	500	16	8,000	Fixed Price	7X8 QUART ZIPPER BAG WHT	500	CS	$13.05	Each	500	Yes	20FH50BAG	16	$0.03	$208.80	$208.80
Bowls & Lids	LID KFT PPR FOR 12-32 OZ BOWL500/CS KRAFT	FALSE	500/CS	Case	Each	500	2	1,000	Fixed Price	LID KFT PPR FOR 12-32 OZ BOI	500	CS	$69.95	Each	500	No	BOLPA12K	2	$0.14	$139.90	$139.90
Chemicals	TEST KIT CHLORINE PH200 STRIPS	FALSE	1/Each	Box	Each	1	36	36	Fixed Price	TEST KIT CHLORINE PH 200 ST	1	EA	$4.75	Each	1	Yes	CM240	36	$4.75	$171.00	$171.00
Small Wares	WIPE PROBE THERMOMETER 915008COOPER 200/BX	FALSE	200/Box	Case	Each	200	9	1,800	Fixed Price	WIPE PROBE THERMOMETER	200	BX	$10.90	Each	200	Yes	915008	9	$0.05	$98.10	$98.10

Gloves	VB GLOVES VINYL PF S CLR100CT/PK 10PK/CS 1000CT/CS	FALSE	100CT/PK 10PK/CS 1000CT/CS	Case	Each	1000	5	5,000	Fixed Price	VB GLOVES VINYL PF S CLR 10	1000	CB	$20.80	Each	1000	No	64V3000PFS	5	$0.02	$104.00	$104.00
Bowls & Lids	LID 7.5IN CLR RND PP FOR 16-24/32OZ BOWL 300/CS	FALSE	300/CS	Case	Each	300	2	600	Fixed Price	LID FLAT 7.5IN CLR RND PLA F	300	CS	$66.50	Each	300	No	BOLCS24	2	$0.22	$133.00	$133.00
Gloves	LG RUBBER GLOVEYELLOW 12/12DZ	FALSE	1 DZ	Case	Each	12	16	192	Fixed Price	LG RUBBER GLOVE YELLOW 1	1	DZ	$5.90	Each	1	No	4204YEL	192	$5.90	$1,132.80	$1,132.80
Small Wares	OVEN THERMOMETER 2 IN DIAL	FALSE	1/EACH	Pack	Each	1	20	20	Fixed Price	OVEN THERMOMETER 2 IN DIA	1	EA	$3.85	Each	1	No	TMTOV2	20	$3.85	$77.00	$77.00
Griddle Screen & Pads	VB PAD SCOURING MED DUTY/6/8 IN GRN K02179 80/CS	FALSE	20/CS	Case	Each	20	17	340	Fixed Price	VB PAD SCOURING MED DUTY	20	CS	$4.40	Each	20	No	VB96MSP	17	$0.22	$74.80	$74.80
To-Go Containers & Lids	VB CUP INSERT DEEP 4 OZPET CLR 10/100	FALSE	10/100	Case	Each	1000	3	3,000	Fixed Price	VB CUP INSERT DEEP 4 OZ PE	1000	CS	$23.10	Each	1000	No	VBCLN4	3	$0.02	$69.30	$69.30
Napkins	VB DINNER NAPKIN 15X17 2PLY1/8 FOLD 3M/CS VIRGIN	FALSE	3000/Case	Case	Each	3000	2	6,000	Fixed Price	VB NAP DINNER 15X17 2PLY KF	3000	CS	$42.05	Each	3000	No	VBKFT15172P	2	$0.01	$84.10	$84.10
Small Wares	STRAIGHT EDGE Y PEELERSOFT GRIP HDL NSF	FALSE	1/EACH	Pack	Each	1	8	8	Fixed Price	STRAIGHT EDGE Y PEELER SO	1	EA	$4.95	Each	1	No	VP300	8	$4.95	$39.60	$39.60
Bags	BAG SANDWICH SADDLE PACK FLIPTOP 2M/CS 21-6709	FALSE	2000/Case	Case	Each	2000	3	6,000	Fixed Price	BAG SANDWICH SADDLE PACK	2000	CS	$9.45	Each	2000	Yes	216709FH	3	$0.00	$25.35	$25.35
Bowls & Lids	Salad Bowl 24 OZ PLA Clear 600/Case	FALSE	600/CS	Case	Each	600	24	14,400	Fixed Price	BOWL COMBO SALAD 24 OZ CL	150	CS	$66.20	Each	150	No	EPSB24	96	$0.57	$8,275.20	$8,275.20
Bowls & Lids	Lid Flat 7.5X1 IN 1 Compartment PLA Clear Round For 16-24-32 OZ Bowl Unhinged	FALSE	300/CS	Case	Each	300	48	14,400	Fixed Price	BOWL COMBO SALAD 24 OZ CL	150	CS	$66.20	Each	150	No	EPSB24	96	$0.57	$8,275.20	$8,275.20
Cutlery	Fold-Pak® Food Pail White Pagoda	FALSE	300/CS	Case	Each	300	48	14,400	Fixed Price	FOOD PAIL 16 OZ MICRO PAGO	450	CS	$38.50	Each	450	No	16FPPMW	32	$0.09	$1,232.00	$1,232.00

EVALUATION CRITERIA

In addition to price, the department scored other factors, which are outlined below, along with the final total score for each bidder. The following is a summary of the scoring process, including criteria, pricing, and outcome that informed this recommendation.

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days. 0 Points: Unable to meet District's designated delivery time & days.	Reference forms; Vendor Questionnaire	15
Technology and Reports	100% of Max Points: Availability of online ordering with order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists; unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Vendor demonstrates all of the following: (a) References and vendor questionnaire confirm excellent service history — including prompt responses, courteous staff, ready access to decision-making executives, ability to meet sourcing goals, fully staffed delivery driver support, and ongoing market updates; AND (b) meets all responsiveness criteria: provides a shortage/substitution notification plan, gives 72+ hour lead time for shortages and substitutions, designates a point of contact reachable by email and/or phone,	Reference forms; Vendor Questionnaire	15

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
	and responds to customer service inquiries within 24 hours. 75% of Max Points: References and vendor questionnaire reflect strong past performance AND vendor meets 3 of the 4 responsiveness criteria above. 50% of Max Points: References and vendor questionnaire reflect adequate past performance AND vendor meets 2 of the 4 responsiveness criteria above. 25% of Max Points: References and/or vendor questionnaire reflect marginal past performance AND vendor meets 1 of the 4 responsiveness criteria above. 0% of Max Points: References and/or vendor questionnaire demonstrate poor performance AND vendor meets 0 of the responsiveness criteria above.		
Minimum Delivery Amount	100% of Max Points: Lowest minimum delivery amount. 50% of Max Points: Second lowest minimum delivery amount. 0 Points: Not the lowest minimum delivery amount.	Vendor Questionnaire	10
Sustainable Product Availability	100% of Max Points: Products with recycled materials are used whenever possible and compostable products are available. 50% of Max points: Products with recycled materials are used whenever possible; compostable products are not available. 0 Points: No recycled or compostable products available.	Itemized Bid Lists; Vendor Questionnaire	15
Domestic Preference	100% of Max Points: Majority of products (51% or greater in value of purchasing) meet domestic preference criteria. 0% of Max Points: 0% of product meets domestic preference criteria.	Itemized Bid Lists	5
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, including staff training, facility inspections, prompt safety issue	HACCP Plan; Reference forms;	5

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
	response, traceback capability, Product Recall Procedures, and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	Vendor Questionnaire	
Contracting with Small Businesses	100% of Max Points: Qualifies as a small business as defined in CA Health and Safety Code Section 23395.20. 0% of Max Points: Does not qualify as a small business.	Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership (51% or more) by individuals who identify as women or minority. 0% of Max Points: Majority business ownership not by individuals who identify as women or minority.	Vendor Questionnaire	5
Sample Scoring	Score based on Sample Testing.	Sample Scorecard	10
TOTAL POINTS:			**110**

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

RFP No. 2627-CNS02
Distribution of Commercial Food Products and Paper Supplies

Submit proposals and all questions/inquiries to:

Alum Rock Union Elementary School District
Child Nutrition Services Department
2930 Gay Avenue
San Jose, CA 95127
Denisse B. Mendez, Director
Office: 408-928-6905
denisse.mendez@arusd.org

Proposals Due:

May 1, 2026 at 3:00 PM PST

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

RFP Schedule of Events

Date	Event
March 31, 2026	Release and advertisement of RFP No. 2627-CNS02
April 14, 2026	Deadline for submission of written questions to the District concerning RFP No. 2627-CNS02
May 1, 2026	Deadline for all submissions of RFP No. 2627-CNS02
May 1–15, 2026	Evaluation of Proposals
May 15, 2026	Estimated date of RFP Award Notification/s sent out
June 11, 2026	Estimated date of approval and award by the Board of Trustees
July 1, 2026	Contract Start Date

ARUSD will use every effort to adhere to the schedule. However, ARUSD reserves the right to amend the schedule as it deems necessary, and will post a notice of amendment at https://www.arusd.org/departments/business-services/child-nutrition-services/cns-requisition-for-proposals

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request. Requests should be addressed via email to:

Denisse B. Mendez
Director of Child Nutrition Services
denisse.mendez@arusd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

Notice to Bidders

REQUEST FOR PROPOSAL No. 2627-CNS02

The Alum Rock Union Elementary School District will receive a sealed Request for Proposal (RFP) from providers of commercial food products and services for the District's Child Nutrition Program.

Sealed Bids must be received prior to May 1, 2026 at 3:00 PM PST

Provider to submit: (1) Hardcopy Proposal & (1) USB – Electronic RFP version

The electronic version of the Proposal submitted on the USB shall be organized with the following sections saved as separate files and clearly labeled:

1. HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures
2. Item List (filled out) in spreadsheet format
3. Item List in PDF format
4. Completed Vendor Questionnaire
5. The remaining portions of the proposal may be saved as one file. Items 1–4 may be included in this file but must also be saved separately under their own file names as well.

Sealed Proposal packages shall be delivered to the Child Nutrition Services Department no later than May 1, 2026 at 3:00 PM PST.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127, between the hours of 8:00am – 3:00pm. All proposals delivered after scheduled closing time will not be considered. RFPs received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted. The District can request the price sheet attachment in Excel format.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the RFP. Proposals and any other information submitted by respondents shall become the property of the District. The District will not provide compensation to Contractors for any expenses incurred for proposal preparation or for any demonstration that may be made.

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Child Nutrition Services
2930 Gay Avenue
San Jose, California 95127
Telephone (408) 928-6903

REQUEST FOR PROPOSAL (RFP) – COVER SHEET

Distribution of Commercial Food Products and Paper Supplies
REQUEST FOR PROPOSAL No. 2627-CNS02

This is a request for proposal (RFP) for Distribution of Commercial Food Products and Paper Supplies (RFP No. 2627-CNS02) for the Alum Rock Union Elementary School District 2026–2027 school year. An RFP packet may be obtained from the Child Nutrition Services Department or by calling 408-928-6905 or emailing Denisse Mendez at denisse.mendez@arusd.org. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

MAIL PROPOSAL TO:

Alum Rock Union Elementary School District
Child Nutrition Services Department, BLDG #500
2930 Gay Avenue, San Jose CA 95127
ATTN: Denisse B. Mendez

U.S. Department of Agriculture Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410;
fax: 202-690-7442; or
email: Program.Intake@usda.gov.

This institution is an equal opportunity provider.

TABLE OF CONTENTS

RFP Schedule of Events	2
Notice to Bidders	3
Proposal Submission Checklist – Attachment "1"	6
General Terms and Conditions	7
Service Level Agreement	15
Distribution of Commercial Food Products and Paper Supplies	15
Ordering/Delivery	16
Special Conditions and Instructions	17
Request for Proposal Signature Page – Attachment "2"	18
Evaluation Criteria – Attachment "3"	19
Sample Testing Criteria	21
Vendor Questionnaire – Attachment "4"	22
References – Attachment "5"	25
Non-Collusion Declaration – Attachment "6"	26
Bidder's Statement Regarding Insurance Coverage – Attachment "7"	27
Workers' Compensation Certificate – Attachment "8"	28
Drug-Free Workplace Certification – Attachment "9"	29
Equal Opportunity Employment – Attachment "10"	30
Fingerprint Clearance Certification – Attachment "11"	31
Certification and Disclosure Statements – Attachment "12"	32
Suspension and Debarment Certification	32
Certification Regarding Lobbying	32
Applicable to Both Certification Statements	32
Summary	32
Suspension and Debarment Certification – Attachment "13"	33
Instructions for Certification	33
Certification Regarding Lobbying – Attachment "14"	35
Iran Contracting Act of 2010 Compliance Affidavit – Attachment "15"	37
Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy – Attachment "16"	38
Clean Air and Water Certification – Attachment "17"	39
China Prohibition Certification – Attachment "18"	40
Conflict of Interest Self Certification – Attachment "19"	41
Contractor Certification: Prohibition on Political Contributions – Attachment "20"	43
Item List – Attachment "21"	44

Proposal Submission Checklist – Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name: Imperial Dade

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ☑ Proposal Submission Checklist (Attachment 1, this form)
- ☑ General Terms and Conditions Section (Page 7 – Signed)
- ☑ Request for Proposal Signature Page (Attachment 2)
- ☑ Service Level Agreement (Page 15 – Signed)
- ☑ Ordering/Delivery Section (Page 16 – Signed)
- ☑ Special Conditions and Instructions Section (Page 17 – Signed)
- ☑ Evaluation Criteria (Attachment 3)
- ☑ Vendor Questionnaire (Attachment 4)
- ☑ References with at least 3 References (Attachment 5)
- ☑ Non Collusion Affidavit (Attachment 6)
- ☑ Bidder's Statement Regarding Insurance Coverage (Attachment 7)
- ☑ Worker's Compensation Insurance Certification Form (Attachment 8)
- ☑ Drug Free Workplace Certification (Attachment 9)
- ☑ Equal Opportunity Employment (Attachment 10)
- ☑ Fingerprint Clearance/Criminal Background Investigation (Attachment 11)
- ☑ Suspension and Debarment Certification (Attachment 13)
- ☑ Certification Regarding Lobbying (Attachment 14)
- ☑ Iran Contracting Act of 2010 Compliance Affidavit (Attachment 15)
- ☑ Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 16)
- ☑ Clean Air and Water Certification (Attachment 17)
- ☑ China Prohibition Certification (Attachment 18)
- ☑ Conflict of Interest Self Certification (Attachment 19)
- ☑ Contractor Certification: Prohibition on Political Contributions (Attachment 20)
- ☑ Itemized Bid List (Attachment 21)
- ☑ Statement of Pricing (Include in your proposal)
- ☑ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures
- ☑ W-9
- ☑ Addenda

General Terms and Conditions

TO BE SUBMITTED WITH PROPOSAL

1. GENERAL – This information to bidders is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Denisse B. Mendez at the address listed below, email denisse.mendez@arusd.org or for document assistance, call Denisse B. Mendez at (408) 928-6905.

2. RFPS – To receive consideration, Proposals shall be made per the following instructions. The Alum Rock Union Elementary School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All bidders will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Alum Rock Union Elementary School District – Attention: Denisse B. Mendez no later than **3:00 pm 5/1/2026**. E-mail questions to denisse.mendez@arusd.org.

3. SAMPLES – The District has indicated on the Itemized Bid List (Attachment "21") certain items that require samples in order to consider awarding. These items will be inspected for effectiveness according to the included sample scoring card. The District requires a small sample size (minimum 10 pieces). Samples should be submitted to Child Nutrition Services, 2930 Gay Avenue, San Jose, California 95127 at or before the bid due date. Samples will be tested and scored according to criteria outlined in the Sample Testing Scorecard.

4. INFORMATION ABOUT THE DISTRICT – The District is located in Santa Clara County and has an estimated student enrollment for the 2026–2027 school year of approximately 6,400 students. The District has 5 delivery sites and is seeking Proposals from qualified companies to procure and deliver products.

The District is seeking to:

- Reduce landfill-bound plastic products
- Purchase high quality paper products at the best possible price
- Offer more sustainable paper products
- Utilize items made from recycled materials and items that are recyclable
- Utilize the expertise of our vendor to incorporate compostable options when affordable
- Partner with a vendor that will provide excellent customer service

5. DEADLINE FOR RECEIPT OF RFPS – RFPs must be received before **3:00:00 p.m. on 5/1/2026**. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the bidder, and submitted to:

Alum Rock Union Elementary School DistrictChild Nutrition Services

Attn: Denisse B. Mendez 2930 Gay AvenueSan Jose, CA 95127

Any Proposal received after the scheduled closing time will not be accepted and will be returned unopened. The Alum Rock Union Elementary School District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals. Questions must be submitted in writing to denisse.mendez@arusd.org or fax: (408) 928-6413.

6. THE RFP – All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required. The company representative authorized to sign and bind the company must sign in blue ink.

7. "FAX" RFPS – Facsimile copies of RFPs are not accepted.

8. DEFINITIONS – Responsible: a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive: an RFP that meets all of the specifications outlined in the RFP.

9. WITHDRAWAL OF RFP – RFPs may be withdrawn by the bidders before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. Written confirmation before the time established for the RFP opening must be submitted.

10. ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

11. RFP NEGOTIATIONS – An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or of similar intent is considered as non-responsive to the particular item.

12. PRICES – Provide a detailed Statement of Pricing for Products to be provided. Bidder shall provide evidence and documentation of cost to the District upon request. Bidders submitting a RFP shall specify product pack, size, and case count pertaining to each item. Taxes shall not be included.

i. Itemized Bid List – The District's Itemized Bid List is attached hereto. The "Notes" section should be used to indicate if the item bidded is a special order, requires a minimum purchase, or is an alternative to what was listed.

ii. Modifications of Contracted Price Lists – Items not included in the executed contract can be added only if the total value of all added goods does not exceed the limit specified in the original solicitation. The USDA recommends limiting additional costs to 5 to 10 percent of the estimated value of the contract.

iii. All Other Costs or Fees – Pricing information for all transactional services, additional services, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price.

iv. Non-USA Made Prices – If pricing information given is for a non-USA made product, the Bidder will also provide the pricing for the USA made version. The District will determine which non-USA made items are acceptable based on domestic goods preference (2 CFR 200.322).

13. TAXES – Local, State, or Federal taxes shall not be included in the proposal price term.

14. PERFORMANCE GUARANTEE – The successful bidder(s) may be required to provide a performance guarantee. A continuous performance bond of 100% of the total amount of the award executed by an admitted surety in the State of California is the preferred form. Said bond shall be furnished within five (5) calendar days from the date of Notice of Award.

15. BRAND NAME AND ITEM NUMBER – The bidder(s) shall state the brand name and item number in the column provided. If none is indicated, it shall be understood that the bidder is quoting the exact brand name and item number specified. The District has the right to request specifications of the proposed item. Such substitution shall be accepted only if deemed equal in all respects to that specified.

16. QUANTITY AND QUALITY OF MATERIALS OR SERVICES – The successful bidder(s) shall furnish and deliver the quantities designated in the RFP or purchase order. All food, materials, supplies, or services provided under the contract shall be per the RFP specifications. Materials or supplies which are not in accordance with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense.

17. DISTRICT REQUIREMENTS – The quantity shown is the estimated consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies, or services listed in the RFP are required during the contract and shall be ordered and purchased from the successful bidder(s). The District shall have the right to issue purchase orders up to and including the last day of the contract period, even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the contract

such items as may be required for testing, evaluation, or experimental purposes or special programs of an emergency nature and purchases made by individual schools.

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18. ACCEPTANCE OR REJECTION OF RFPS – The District may purchase an individual item or combination of items, whichever is in the best interest of the District. RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.

19. ALL RFP EXCEPTIONS – All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.

20. AWARDS – The District reserves the right to determine that items bid meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility.

21. EXECUTION OF CONTRACT – Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms, Instructions, and Conditions.

22. DELIVERY – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, fuel and packing for delivery to locations in the District as may be specified in the RFP form. Each item shall be securely packaged, adequately sealed, and contents marked. A packing slip/ invoice shall accompany all shipments.

23. SAFETY DATA SHEETS – For all products requiring a Safety Data Sheet – The District requires that a Safety Data Sheet accompany orders at delivery time.

24. DEFAULT BY CONTRACTOR – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due to the bidder.

25. INSURANCE – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the bidder's operations under the contract. ***The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming Alum Rock Union Elementary School District as an additional insured and requiring the bidder's insurance to be primary by separate endorsements as follows:*** The bidder is required to provide proof of insurance to the Governing Board of a comprehensive commercial general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily injury, sexual misconduct, and personal & advertising injury shall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident: $2,000,000 aggregate. Property Damages shall be $1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage at no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for

the above shall provide 30 days advance written notice to the Director of Child Nutrition Services, Denisse B. Mendez, regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.

26. INDEMNIFICATION - Vendor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Vendor, the Vendor Parties in the performance of or failure to perform Vendor's obligations under this Agreement, including, but not limited to Vendor's or the Vendor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

27. INVOICES AND PAYMENTS – The successful bidder(s) shall render invoices in duplicate to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127. The District shall pay for materials, supplies, or services furnished within a reasonable and proper time after the authorized District Representative accepts and approves invoices.

28. STATEMENT – The successful bidder(s) shall render bills or statements to the Alum Rock Union Elementary School District, Child Nutrition Services Department, 2930 Gay Avenue, San Jose, CA 95127. The monthly electronic statements shall be submitted in Excel Format to Jazzy Nguyen at jazzy.nguyen@arusd.org. Payment by the District will be made within 45 days for service satisfactorily performed after receipt of properly documented invoices/statements.

29. VELOCITY REPORT – The District reserves the right to request velocity reports for any items ordered throughout the contract. Velocity reports will be delivered via email to better assist for inventory tracking purposes.

30. APPLICABLE 'DOMESTIC PREFERENCE' PROVISIONS – The domestic product preferences provisions are found in 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

31. FUEL CHARGES – No fuel surcharges will be accepted under this contract, and the addition of such charges shall not be permitted during the period of the term of this contract.

32. MULTI-YEAR EXTENSIONS – Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal years not to exceed three (3) years. The extension may be granted on a year-by-year basis provided that: (a) The District has deemed the products and services of the vendor satisfactory; (b) The Vendor shall submit a list of price increases by the last business day in April, not to exceed the current year's San Francisco Area Consumer Price List with a maximum of 5% per contract term; (c) Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.

33. LIMITATIONS – The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials,

equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.

34. AWARD – The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. A proposal submitted in response to this RFP will be administered as follows:

a. This contract will be awarded to single or multiple responsive and responsible bidders who meet RFP terms and conditions. An RFP review committee will score the proposals based on the evaluation criteria stated in the RFP document.

b. The committee may investigate the qualifications of the bidder/vendor under consideration, require confirmation of information furnished by the bidder/vendor, and require additional information and evidence of qualification.

c. The committee will make a recommendation to the Board of Trustees.

d. The Director of Child Nutrition Services will be the sole judge of merit and not necessarily accept the lowest price offered. The Alum Rock Union Elementary School District Board of Education will formally make the award.

35. BASIS OF AWARD – The Board of Trustees of the Alum Rock Union Elementary School District intends to award the RFP based on service, delivery specifications, reporting, safety, sustainability, domestic sourcing, and general adaptability for school food service use. The Commercial Food Products and Paper Supplies vendor shall be awarded the bid for service between July 1, 2026, through June 30, 2027.

36. PROPOSAL PROTEST PROCEDURES

A. Protest Procedures: Any proposer may file a Protest. Only those proposers who have submitted a proposal on the project shall have the right to file a Protest. The District's Child Nutrition Services Director will receive the protest in writing no later than 3:00 p.m. after the fifth (5th) business day following the proposal opening date. Untimely Protests will not be reviewed by the District and will be returned to the proposer. An e-mail address shall be provided. By filing the Protest, the protesting proposer consents to receipt of email notices for purposes of the Protest and Protest-related questions and Protest Appeal, if applicable.

B. Content of Protest: The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.

C. Resolution of Controversy: The District will issue a written decision within thirty (30) business days of receipt of the Protest. The Decision on the Protest will state the reasons for the actions taken by the District. Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the work.

D. Appeal: If the protesting proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services within five (5) business days after receipt of the District's written Decision. The appeal must be sent to: Alum Rock Union Elementary School District, Teresa DeCelles, Business Services Department, 2930 Gay Avenue, San Jose, CA 95127.

E. Appeal Review and Finality: The Assistant Superintendent of Business Services or their designee shall review the Decision and issue a written response within fifteen (15) business days. The decision shall be final and not subject to any further Appeals.

F. Reservation of Rights to Proceed: The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal.

G. Waiver: The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest.

37. PROVISIONS

A. Assignment of Contracts – The vendor shall not assign or transfer any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

B. Binding Effect – This Agreement shall be binding upon the vendor and District and their respective successors and assigns.

C. Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.

E. Entire Agreement – This RFP and all attachments constitute the entire agreement between the parties.

F. Force Majeure Clause – The parties to the contract shall be excused from performance during the time they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government.

G. Hold Harmless Clause – The successful bidder(s) agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, or liability of any kind arising out of or connected with the bidder's performance under the terms of this contract.

H. Prevailing Law – In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail.

I. Governing Law and Venue – The RFP documents shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Santa Clara County.

J. Permits and Licenses – The successful bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law.

K. Toll Charges – If the District places toll or long-distance telephone calls in connection with this contract, the successful bidder(s) shall accept charges for such calls on a reverse charge basis.

L. Contract Documents – The complete contract includes: the advertisement for RFPs, the RFP Instructions and terms of conditions, specifications and drawings if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it.

M. Independent Contractor – While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(s) agree that they are an independent contractor and not an officer, employee, or agent of the District.

N. Anti-discrimination – The District hereby notifies all respondents that minority business enterprises will be afforded the full opportunity to submit their response. No respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation.

O. Termination of Agreement Without Cause – This Agreement may be terminated by the District upon giving thirty (30) days advance written notice. The vendor shall not be entitled to further compensation or payment from the District.

P. Cancellation Notice by Supplier/Contractors Default – The District requires a sixty (60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

Q. Cancellation for Insufficient or Non-Appropriated Food Funds – The bidder hereby agrees and acknowledges that monies utilized by the District are public money appropriated by the United States Department of Agriculture and the State of California and is subject to variation.

R. Interpretation of Proposal Documents – If any bidder(s) find discrepancies in or omissions from the RFP documents, they may submit a written email request for clarification to the Child Nutrition Services Director. All additions issued shall be incorporated into the proposal.

S. Product Shortages – If the successful bidder(s) cannot supply any product listed herein, the District may purchase the said product at a fair market value from another source. The difference in cost and all delivery charges shall be the supplier's responsibility.

T. Failure to Fulfill Contract – When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, set aside the contract and make a new contract with another vendor.

U. Fingerprinting – Successful Distributor agrees to comply with the provisions of Education Code Section 45125.1, conducting a criminal background check of all employees, agents, and representatives assigned to the District that will enter sites during regular District hours.

V. Attorneys' Fees – In the event of any dispute, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

38. TERMINATION FOR CAUSE AND CONVENIENCE – (2 CFR 200, Appendix II(B))

(1) Performance Period. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the District shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this Contract shall, at the option of the District, become the property of the District, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

(2) Post-Performance Period. If the Contractor fails to make delivery of goods or services under this Contract within the time specified or any extension thereof, or otherwise fails to comply with the provisions of this Contract, the District may terminate the right of the Contractor to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of such termination, the District may procure, upon such terms and in such manner as it may deem appropriate, goods or services similar to those terminated, and the Contractor shall be liable to the District for any excess costs for such similar goods or services, provided that the Contractor shall continue performance of this Contract to the extent not terminated.

(3) Termination for Convenience of the District. The District may terminate this Contract, in whole or in part, whenever the District determines that such termination is in the best interest of the District. Whenever this Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed under this Contract prior to termination, as determined by the District based on evidence submitted by the Contractor and acceptable to the District. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

(4) Notice and Obligations. All such terminations shall be effected by delivery to the Contractor of a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to the District all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

(5) Payment Upon Termination. In the event of termination, all finished or unfinished documents, data, and reports prepared by the Contractor under this Contract shall become the property of and be delivered to the District on demand. If this Contract is terminated before performance is completed, the District shall pay the Contractor only for that work satisfactorily performed for which costs can be substantiated. Such payment shall be determined by negotiation between the parties on the basis of work done and costs incurred. The Contractor shall not be paid for work done after receipt of the Notice of Termination.

39. CERTIFICATIONS

A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973.

B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including Section 306 of Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA regulations at Title 40, Code of Federal Regulations.

C. Suspension and Debarment Certifications: The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewal. By signing the certification statement, the Vendor certifies that neither it nor any of its principals have been proposed for debarment, debarred or suspended by a Federal Agency.

D. Lobbying: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form must accompany this proposal and each additional one-year renewal.

E. Energy Policy and Conservation Act: The Vendor shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan.

F. Contract Work Hours and Safety Standards Act Compliance: In the performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

G. The Certification Regarding the Iran Contracting Act

H. The Contractors Certification – Regarding Drug-Free Workplace

I. The Contractors Certification – Alcoholic Beverages and Tobacco-Free Workplace

J. The Contractors Certification – Workers' Compensation

K. Equal Opportunity

IN WITNESS WHEREOF, the above-named parties have duly executed this Contract on the day and year first above written.

DISTRICT

Alum Rock Union Elementary School District

By: _____

Title: Interim Superintendent

Address: 2930 Gay Avenue, San Jose, CA 95127

Phone No: (408) 928-6903 | Fax No: (408) 928-6413

DISTRICTOR

By: Lindsey Meichen

Title: Director of Internal Sales

Address: 1865 Mountain View Ave, Loma Linda, CA 92354

Phone No: (909) 794-1108

Fax No: (909) 794-1237

Service Level Agreement

TO BE SUBMITTED WITH PROPOSAL

Distribution of Commercial Food Products and Paper Supplies

Below are the service expectations from the successful bidder upon receiving the award for this RFP. The successful bidder must understand and agree to the following service levels to enter into an agreement with Alum Rock Union Elementary School District.

General Instructions: RFPs are requested for furnishing Distribution of Commercial Food Products and Paper Supplies for the period of one (1) year and the possibility of two (2) one-year extensions. This RFP will be for contracting from July 1, 2026 – June 30, 2027.

1. Failure to meet these specifications shall entitle the District to cancel the contract with a 30-day notice.

2. All Commercial Food Products and Paper Supplies specified will be purchased from the successful bidder(s) selected. Due to school demand, the District reserves the right to add or remove products as necessary.

3. Unless otherwise specified, all products must follow the specifications indicated.

4. HACCP PLAN or FOOD SECURITY AND SAFETY PROGRAM – The Distributor shall follow appropriate handling and storage practices, including providing proof of established sanitation procedures and an active pest control program. A copy of the vendor's HACCP system or Food Safety and Security Program must be submitted with this proposal.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PRODUCT QUALITY PARAMETERS WILL BE REJECTED.

5. In the event deliveries are not made, which results in loss of reimbursement funds for the District's meal programs, the District will deduct the total lost reimbursement from the supplier's current invoices. The distributor must guarantee a 90% fill rate for all District orders.

6. Quarterly, the successful bidder shall submit a complete listing with usages of all products purchased by the District.

7. All products delivered during the period covered by this proposal shall be only the exact products as requested by the District; substitutions will only be allowed if given prior approval by the District. If the desired product is unavailable, the District shall be notified at least two days in advance.

8. If a product recall is instituted on an item delivered, the distributor will notify the District within 24 hours. The Distributor will be responsible for all costs associated with the replacement product, shipping charges, and product credit.

9. Mail all invoices and statements to Alum Rock Union Elementary School District, 2930 Gay Avenue, Bldg. 500, San Jose, CA 95127 – Attention: Child Nutrition Services. Statements are requested in Excel format.

10. No overnight "dark" drops. Deliveries must be signed for, and all products must be delivered directly to each kitchen. There is no delivery during school holidays, Saturday, or Sunday.

11. The District's kitchens are not equipped with a loading dock. Deliveries must be unloaded by the delivery driver and placed into the designated walk-in cooler. It is advised that all orders be made utilizing a delivery truck equipped with a lift gate.

12. A duplicate of the signed invoice ticket shall be left at each location at the delivery time. An itemized monthly statement showing each delivery location must be sent to the District's Child Nutrition Services Department.

13. Any information regarding shorted items/orders must be forwarded directly to Child Nutrition Services before delivery at: 408-928-6907, Tina Sanders.

14. Any issues/changes on deliveries or other emergency communications shall be reported directly to the Child Nutrition Services Department. Contact: Tina Sanders at 408-928-6907, tina.sanders@arusd.org.

Ordering/Delivery

The selected vendor collaborates with the District over the term of the contract to procure and deliver Distribution of Commercial Food Products and Paper Supplies to the District's kitchen sites and District Warehouse. Orders will be placed with the vendor weekly on Thursday before the week of delivery.

Location	Address	Delivery Times	Preferred Delivery Days	Deliveries Per Week
District Warehouse	2930 Gay Avenue San Jose 95127	6:30am - 11:00am	Monday - Thursday	2
Adelante Dual Language Academy (K-8)	1720 Hopkins Drive San Jose 95122	6:30am - 11:00am	Monday - Thursday	2
Ocala STEAM Academy (6-8)	2800 Ocala Avenue San Jose 95127	6:30am - 11:00am	Monday - Thursday	2
Renaissance at Mathson (6-8)	2050 Kammerer Ave San Jose 95127	6:30am - 11:00am	Monday - Thursday	2
Sheppard Middle & Painter at Sheppard (K-8)	480 Rough & Ready Road San Jose 95133	6:30am - 11:00am	Monday - Thursday	2

By signing below, you agree to provide the above level of service to Alum Rock Union Elementary School District.

Company Name (Print or Type): Imperial Dade

Authorized Company Representative Signature:

Date: 4/27/26

Print Name: Lindsay Ineichen

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Imperial Bag & Paper Co. LLC

2 Business name/disregarded entity name, if different from above.

Imperial Dade

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 103264

Requester's name and address (optional)

6 City, state, and ZIP code

Pasadena, CA 91189-3264

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	5	9	6	3	9	5	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] CAO **Date** 1/1/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED P&R Paper Supply Company, Inc 1898 E. Colton Avenue Redlands, CA 92374	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Safety National Casualty Corporation 15105 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W39512800 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	Y		GL4065120	06/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG MAX POLICY AGGREGATE	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA6675939	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		LDC4065122	06/30/2025	06/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Alum Rock Union Elementary School District is included as an Additional Insured as respects to General Liability.

General Liability policy shall be Primary to any other insurance in force for or which may be purchased by Additional Insured.

CERTIFICATE HOLDER

Alum Rock Union Elementary School District
Child Nutrition Services Department
2930 Gay Avenue
San Jose, CA 95127

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia A Forey

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SR ID: 27990420 BATCH: 4020835

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/30/2025 Policy No. GL 4065120 Endorsement No.

Named Insured BCPE EMPIRE TOPCO, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT OR AGREEMENT – PRIMARY BASIS

This endorsement modifies insurance provided under the following Coverage Form:

COMMERCIAL GENERAL LIABILITY
PRODUCTS/COMPLETED OPERATIONS LIABILITY
LIQUOR LIABILITY
POLLUTION LIABILITY

This endorsement changes the policy effective on the inception date of the policy unless another endorsement effective date is indicated below.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.
Designated Project, Location, or Work of Covered Operations:
As per written contract or agreement with the above described person(s) or organization(s).

CHANGES

SECTION II - WHO IS AN INSURED is amended to include:

4. The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

   a. Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions while actively engaged in the performance of your ongoing operations involving the project(s), locations(s), or work designated in the Schedule and as specified in the contract between you and the above scheduled Additional Insured(s).

   b. The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
      (1) If the "occurrence" or offense takes place subsequent to the execution and effective date of such written contract: and,
      (2) While such written contract is in force, or until the end of the policy period, which ever occurs first.

   c. **How Limits Apply to Additional Insured(s)**
      The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:
      (1) The limits of insurance specified in the written contract or written agreement; or,
      (2) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

d. Obligations at the Additional Insured's Own Cost
No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

SECTION IV – CONDITIONS is amended by deleting item **a. Primary Insurance** under **4. Other Insurance** and replacing such item by the following, **only** with respect to insurance provided to the Additional Insured(s) shown in the above Schedule:

a. Primary Insurance and/or Primary and Non-Contributory Insurance
This insurance is primary if you have agreed in a written contract that this insurance is to be primary. If you have agreed in a written contract that this insurance is primary and non-contributory with the Additional Insured(s) own insurance, this insurance is primary and we will not seek contribution from that other insurance.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/30/2025 Named Policy No. GL 4065120 Endorsement No.

Insured BCPE EMPIRE TOPCO, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

9.6

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: June 11, 2026

Subject: **Approve Contract Addendum for an Extension Year Two (2) of RFP No. 2526-CNS05 Fresh produce and Services for 2026-2027 School Year**

Support Information: Child Nutrition Services (CNS) solicited RFP for broadline Fresh Produce and Services for school year 2025-2026 following the federal competitive bid procedures to obtain the best services and products. Board members and team awarded Daylight Foods LLC as our distributor. Based on services, prices, and quality of products, CNS requests an addendum to extend RFP No. 2526-CNS05 Fresh Produce and Services for school year 2026-2027 with Daylight Foods LLC.

Fiscal Impact: Yes

Budget Source: Fund 13 - Cafeteria Fund

Recommended Action: Staff recommends that the Board of Trustees approve year two of three (2 of 3) extension to Daylight Foods LLC in the amount of $350,000.

Recommend Approval

Submitted by: Denisse Mendez Title: Director of Child Nutrition Services

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

To the Board of Trustees: Meeting: June 11, 2026
Regular Board Meeting

9.6

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

Docusign Envelope ID: 95FE9B1F-B1EA-85C1-8115-82AA4D131964

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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ADDENDUM NO. 2 TO EXTEND RFP AWARD CONTRACT
RFP No. 2526-CNS05 FRESH PRODUCE AND SERVICES YEAR TWO

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District," and Daylight Foods LLC, hereinafter referred to as "Vendor."

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement RFP No. 2526-CNS05 Fresh Produce and Services shall be extended for an additional year (2/3) from July 1, 2026 - June 30, 2027. The Agreement shall include the extension of firm pricing for the time frame identified. Except as explicitly stated herein, all provisions and terms of the Agreement remain unchanged and in full force and effect as originally stated.

All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

II
SERVICE

The Vendor shall provide the supplies and items as prescribed and required by the Buy American Requirement, Instructions for Request for Proposal (RFP) and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

- Manufacturer Product Specifications
- Nutritional Analysis Information
- CN Labeling When Available or
- Product Contribution to Reimbursable Meal Pattern (signed and dated)
- Buy American Provision (BAP) Attestation Letters

Sandra Garcia, Interim Superintendent

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

Docusign Envelope ID: 95FE9B1F-B1EA-85C1-8115-82AA4D131964

III
TERMINATION

This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The vendor shall not be entitled to further compensation or payment from the District.

The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

IV
HOLD HARMLESS CLAUSE

The successful bidder agrees to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense cost, or liability of any kind or nature in which the District, its officers, agents, and employees may sustain in or incur or which may be imposed upon them for injury to or death of persons or damage to property as a result of, arising out of or the Vendor's performance under the terms of this contract excepting only liability arising out of the sole negligence of the District.

V
RIGHT TO DECLIVE EXTENSION FOR UNREASONABLE PRICE INCREASE

The District reserves the sole right to determine whether any proposed price increase associated with a contract extension is reasonable. In making this determination, the District may consider published price indices (including but not limited to the applicable regional Consumer Price Index, Producer Price Index, or USDA Market News data), comparable market pricing, and the Vendor's documented cost justification. If the District determines, in its sole discretion, that a proposed price increase is unreasonable, the District may decline to exercise the extension option without penalty or further obligation to the Vendor and may re-solicit the contract.

VI
FINGERPRINTING AND TUBERCULOSIS

Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and

representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

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

VII
METHOD OF PAYMENT

The Vendor will be paid on a monthly basis by check. All checks are prepared by Alum Rock Union School District's (ARUSD) Accounts Payable department. Checks are sent via mail to agreed address. For prompt payment, billing must be accurate in all details, and invoices must be submitted with each daily delivery to each of the Thirteen (13) delivery sites:

Adelante Dual Language Academy	1720 Hopkins Drive	San Jose 95122
Aptitud Community Academy	2475 Van Winkle Lane	San Jose 95116
Hubbard Media Arts Academy	1680 Foley Avenue	San Jose 95122
Linda Vista Elementary	100 Kirk Avenue	San Jose 95127
Lyndale Elementary	13901 Nordyke Drive	San Jose 95127
Renaissance Academy at Mathson	2050 Kammerer Avenue	San Jose 95116
McCollam Elementary	3311 Lucian Avenue	San Jose 95127
Ocala STEAM Academy	2800 Ocala Avenue	San Jose 95148
Russo/McEntee Academy	2851 Gay Avenue	San Jose 95127
Ryan STAM Academy	1241 McGinness Drive	San Jose 95127
San Antonio/LUCHA	1721 E. San Antonio Street	San Jose 95116
Sheppard/Painter	480 Rough and Ready Road	San Jose 95133
Alum Rock Warehouse	2930 Gay Ave	San Jose 95127

The Vendor must submit a monthly statement directly to ARUSD Child Nutrition Services (CNS) via email to Jazzy Nguyen: jazzy.nguyen@arusd.org or fax: 408-928-6413.

VIII
EXECUTION OF CONTRACT

Issuance of the purchase order shall evidence the contractual agreement between the bidder and the District for subsequent years.

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IX
COMPENSATION

The Vendor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

X
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified in this Agreement. By the execution of the Agreement, the Vendor acknowledges that the Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

ARUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by ARUSD's Governing Board or (ii) validly and properly executed by the ARUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

All documentation shall be signed in blue ink and returned to the attention of Denisse B. Mendez, Director, Child Nutrition Services, Alum Rock Union School District, 2930 Gay Avenue, San Jose, CA, 95127 or signed via approved Alum Rock District electronic signature platform Docusign.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR		ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT	
Signature:	Chris Kouretas	Signature:	
Name:	Chris Kouretas	Name:	Sandra Garcia
Title:	Vice President of Sales	Title:	Interim Superintendent
Date:	5/20/2026	Date:	

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **Purchasing** Contract No.: 268069 Vendor No.: 021680

Child Nutrition 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: Daylight Foods LLC
Address: 30200 Whipple Rd City: Union City State: CA Zip: 94587
Phone: 510) 594-4374 Email: chrisk@daylightfoods.com
SSN: Fed I.D. #: 68-0665764
CONTRACT TERM: start dates 7/1/2026 end date 6/30/2027

CONTRACTOR'S OBLIGATION:

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

Provide a variety of fresh and seasonal fruits and vegetables to meet our components for breakfast, lunch, and supper meal requirement. Produce orders will be received two to three times a week to ensure quality of produce. Deliveries are made to all school sites and warehouse.

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:** $350,000 for 26-27 school year needs

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
130	5310	0	4700	00	0000	3700	0000000	480	3700	$350,000	5/27/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5-27-26
Director of Fiscal Services: _____ Date: 5/27/26
Asst. Supt., of Business Services: _____ Date: 5/27/26
Superintendent: _____ Date: _____

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ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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CONTRACTOR CERTIFICATION:
PROHIBITION ON POLITICAL CONTRIBUTIONS

CONTRACTOR NAME: Daylight Foods LLC ("Contractor")

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

By signing below, Contractor certifies the following:

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

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

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

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

Sandra Garcia, Interim Superintendent

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

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

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

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

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

Dated: 5/20/2026

"Contractor"

DocuSigned by:
Chris Kouretas

Print name: X Chris Kouretas

Title: Vice President of Sales

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6.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: December 12, 2025

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

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

The Board of Trustees of the Alum Rock Union School District took the following action:
DEC 18, 2025
✓ Approved ___ Withdrew
___ Denied ___ Tabled
Other ___
Superintendent's Office marked

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

6.10
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Andres Quintero Seconded by: Minh Pham

Approved: 4 Not Approved: 1 Tabled: 0

Corina Herrera-Loera

Docusign Envelope ID: 95FE9B1F-B1EA-85C1-8115-82AA4D131964

ALUM ROCK UNION SCHOOL DISTRICT

RESOLUTION NO. 33-25/26

RESOLUTION ADOPTING A POLICY PROHIBITING POLITICAL CONTRIBUTIONS BY CONTRACTED FIRMS

Adopted: December 18, 2025

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

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

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

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

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

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

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

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

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Contractor Political Contribution Prohibition

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed by:
Minh Pham
6E9EAC63459C459...
Clerk of the Governing Board

Date: December 18, 2025

Docusign Envelope ID: 95FE9B1F-B1EA-85C1-8115-82AA4D131964

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: Child Nutrition Services Date: June 11, 2026

Requested by: Denisse Mendez, Director of Child Nutrition Services

Name of Company/Individual to be contracted: Daylight Foods LLC

Address: 30200 Whipple Rd

City: Union City State: CA Zip Code: 94587

Dates of Services: 07/01/2026 - 06/30/2027

Services to be provided:

Provide a variety of fresh and seasonal fruits and vegetables to meet our components for breakfast, lunch, and supper meal requirement. Produce orders will be received two to three times a week to ensure quality of produce. Deliveries are made to all school sites and warehouse.

Estimated Cost: _____

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
130	5310	0	4700	00	0000	3700	0000000	480	3700	$350,000	

Supervisor's Signature: _____ Date: 5/27/26

Approved: ☐ **Yes** ☐ **No**

Docusign Envelope ID: 95FE9B1F-B1EA-85C1-8115-82AA4D131964

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Superintendent

From: Denisse Mendez, Director of Child Nutrition Services DM YD

Re: Addendum for an Extension Year Two (2/3) of RFP No. 2526-CNS05

Date: June 11, 2026

Description of services being provided:

The Child Nutrition Services Program (CNS) solicited RFPs for Fresh Produce and Services for school year 2025-2026. Board members and team awarded Daylight Foods LLC as our distributor broadline and seasonal fresh fruit and vegetables used to support all federal breakfast, lunch, and supper feeding programs.

Recommendation:

Based on services, prices, and quality of product, Child Nutrition Services (CNS) would like to submit an addendum to extend RFP No. 2526-CNS05 Fresh Produce and Services for year two of three in school year 2026-2027.

Docusign Envelope ID: 95FE9B1F-B1EA-85C1-8115-82AA4D131964

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Exhibit B

TUBERCULOSIS CLEARANCE

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

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

Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

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

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

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

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

☒ **To be completed by authorized District employee only.**

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

Date: _____

District Representative's Name and Title: _____

Signature: _____

OR

Must be completed by Contractor's authorized representative.

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

Date: 5/20/2026

Name of Contractor or Company: Daylight Foods

Signature: Chris Kouretas

Print Name and Title: Chris Kouretas Vice President of Sales

Docusign Envelope ID: 95FE9B1F-B1EA-85C1-8115-82AA4D131964

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Exhibit C

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below must be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Special Services ("Agreement"):

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its **compliance** with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to **all** Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

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

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

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

☒ **To be completed by authorized District employee only.**

Contractor's services under the Agreement will be provided at a school. Contractor employees and/or subcontractor or supplier of any tier of Agreement shall **NOT** come in contact with District pupils. Contractor's employees will not have direct contact with District pupils and the District will take appropriate steps to protect the safety of any pupils while executing this contract so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to supervise the contract, employees and execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

Signature: _____

OR

Must be completed by Contractor's authorized representative.

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

Date: 5/20/2026

Name of Contractor or Company: Daylight Foods

Signature: Chris Kouretas

Print Name and Title: Chris Kouretas Vice President of Sales

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Daylight Foods

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See Instructions.

30200 Whipple rd

6 City, state, and ZIP code

Union city, CA 94587

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer Identification number

6	8	–	0	6	6	5	7	6	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 2/26/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05-09-2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC
700 BISHOP STREET, SUITE #1100
HONOLULU, HI 96813
(808) 585-3500

CN130677922-DF-GLUmb-25-27

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Daylight Foods LLC
30200 Whipple Road
Union City, CA 94587

COVERAGES **CERTIFICATE NUMBER:** SEA-004222320-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			630-B6704017	09-03-2025	09-01-2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Alum Rock Union Elementary School District is are included as additional insureds as required by written contract or agreement but only to the extent set forth in the General Liability policy provisions.

CERTIFICATE HOLDER

Alum Rock Union Elementary
School District
2930 Gay Avenue
San Jose, CA 95127

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

Marsh USA LLC

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TRAVELERS

One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
NON-DURABLE DOMESTIC
COMMON POLICY DECLARATIONS
ISSUE DATE: 09/24/25
POLICY NUMBER: P-630-B6704017-TCT-25

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

1. NAMED INSURED AND MAILING ADDRESS:
DAYLIGHT FOOD INC
30200 WHIPPLE RD
UNION CITY, CA 94587

2. POLICY PERIOD: From 09/03/25 to 09/01/26 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS

Premises Loc. No.	Bldg. No.	Occupancy	Address
SEE IL T0 03			

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

DELUXE PROPERTY COVERAGE PART DECLARATIONS	DX T0 00 11 12 TCT
COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS	CG T0 01 11 03 TCT
EMPLOYEE BENEFITS LIABILITY COV PART DECLARATIONS	CG T0 09 09 93 TCT

5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company

SEE CALCULATION OF PREMIUM
COMPOSITE RATES ENDORSEMENT

7. PREMIUM SUMMARY:

Provisional Premium	$ 93,305
Due at Inception	$ 23,609
Due at Each	$ SEE IL T0 30

NAME AND ADDRESS OF AGENT OR BROKER:
MARSH-QSG-SAN FRANCISCO (XK783)
4 EMBARCADERO CTR STE 1100
SAN FRANCISCO, CA 94111

COUNTERSIGNED BY:

Authorized Representative

DATE:

TRAVELERS

POLICY NUMBER: P-630-B6704017-TCT-25
EFFECTIVE DATE: 09-03-25
ISSUE DATE: 09-24-25

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL T0 30 12 90	NON-STANDARD PAYMENT SCHEDULE
IL T0 03 04 96	LOCATION SCHEDULE
IL T3 02 07 86	CALCULATION OF PREMIUM-COMPOSITE RATE(S)
IL T3 45 06 19	EXCL-DESIGNATED PERSONS OR ORGANIZATIONS

DELUXE PROPERTY

DX T0 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX 00 03 07 94	DELUXE PROP COV PART SCHED-SPECIF LIMITS
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BI (AND EE) COVERAGE FORM
DX T3 19 11 12	CAUSES OF LOSS - EQUIPMENT BREAKDOWN
DX T4 02 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
DX T5 21 01 23	DIGITAL ASSETS EXCLUSIONS
DX T3 36 11 12	CAUSES OF LOSS-EQSL
DX T3 98 01 23	ELECTRONIC VANDALISM LIMIT & OTHER CHANG

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COV FORM
CG D9 10 09 21	AMENDMENT OF INTELLECTUAL PROPERTY EXCL
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D4 58 02 19	XTEND ENDT FOR MFRS & WHOLESALERS
CG D2 43 01 02	FUNGI OR BACTERIA EXCLUSION
CG D4 21 07 08	AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D9 41 09 22	EXCLUSION - PFAS
CG D9 44 01 23	EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS
CG D0 76 06 93	EXCLUSION-LEAD
CG D1 09 08 03	EXCL-COMMUNICABLE DISEASES
CG D1 42 02 19	EXCLUSION-DISCRIMINATION
CG D2 04 12 17	EXCL-EXTERIOR INSULATION & FINISH SYSTEM
CG D2 26 06 15	EXCLUSION - TOBACCO OR NICOTINE
CG D2 40 06 01	EXCLUSION - SILICA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers

C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

D. Blanket Additional Insured – Broad Form Vendors

E. Blanket Additional Insured – Controlling Interest

F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

I. Blanket Additional Insured – Grantors Of Franchises

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Blanket Waiver Of Subrogation

M. Contractual Liability – Railroads

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

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B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Paragraphs **(1)(a), (b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED:**

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

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(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has

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issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE:**

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

   a. $10,000; or

   b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

M. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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9.7

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: June 11, 2026

Subject: **Approve Contract Addendum for an Extension Year Two (2) of IFB No. 2526-CNS02 Dairy Products and Services for 2026-2027 School Year**

Support Information: Child Nutrition Services (CNS) solicited IFB for Dairy Products and Services for school year 2025-2026 following the federal competitive bid procedures to obtain the best service, price and products for half-pint milk and bulk milk to support child feeding programs. Board members and team awarded Daylight Foods LLC as our distributor. Based on services, prices, and quality of products, CNS requests an addendum to extend IFB No. 2526-CNS02 Dairy Products and Services for school year 2026-2027 with Daylight Foods LLC.

Fiscal Impact: Yes

Budget Source: Fund 13 - Cafeteria Fund

Recommended Action: Staff recommends that the Board of Trustees approve year two of three (2 of 3) extension to Daylight Foods LLC in the amount of $350,000.

Recommend Approval

Submitted by: Denisse Mendez DM Title: Director of Child Nutrition Services

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

To the Board of Trustees: Meeting: June 11, 2026
Regular Board Meeting

9.7
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

Docusign Envelope ID: B599C597-E9B4-8134-837E-B3E6DA58722A

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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ADDENDUM NO. 2 TO EXTEND RFP AWARD CONTRACT
IFB No. 2526-CNS02 DAIRY PRODUCTS AND SERVICES YEAR TWO

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District," and Daylight Foods LLC, hereinafter referred to as "Vendor."

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement IFB No. 2526-CNS02 Dairy Products and Services shall be extended for an additional year (2/3) from July 1, 2026 - June 30, 2027. The Agreement shall include the extension of firm pricing for the time frame identified. Except as explicitly stated herein, all provisions and terms of the Agreement remain unchanged and in full force and effect as originally stated.

All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

II
SERVICE

The Vendor shall provide the supplies and items as prescribed and required by the Buy American Requirement, Instructions for Request for Proposal (RFP) and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

- Manufacturer Product Specifications
- Nutritional Analysis Information
- CN Labeling When Available or
- Product Contribution to Reimbursable Meal Pattern (signed and dated)
- Buy American Provision (BAP) Attestation Letters

Sandra Garcia, Interim Superintendent

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

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III
TERMINATION

This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The vendor shall not be entitled to further compensation or payment from the District.

The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

IV
HOLD HARMLESS CLAUSE

The successful bidder agrees to indemnify, defend and save harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense cost, or liability of any kind or nature in which the District, its officers, agents, and employees may sustain in or incur or which may be imposed upon them for injury to or death of persons or damage to property as a result of, arising out of or the Vendor's performance under the terms of this contract excepting only liability arising out of the sole negligence of the District.

V
RIGHT TO DECLIVE EXTENSION FOR UNREASONABLE PRICE INCREASE

The District reserves the sole right to determine whether any proposed price increase associated with a contract extension is reasonable. In making this determination, the District may consider published price indices (including but not limited to the applicable regional Consumer Price Index, Producer Price Index, or USDA Market News data), comparable market pricing, and the Vendor's documented cost justification. If the District determines, in its sole discretion, that a proposed price increase is unreasonable, the District may decline to exercise the extension option without penalty or further obligation to the Vendor and may re-solicit the contract.

VI
FINGERPRINTING AND TUBERCULOSIS

Distributor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during regular District hours, and will certify in writing that no such employees, agents, and

representatives who been convicted of serious or violent felonies as specified will have contact with students. The Distributor will provide the District with a list of employees providing services under this RFP. In the alternative, Distributor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during regular district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 452125.1.

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

VII
METHOD OF PAYMENT

The Vendor will be paid on a monthly basis by check. All checks are prepared by Alum Rock Union School District's (ARUSD) Accounts Payable department. Checks are sent via mail to agreed address. For prompt payment, billing must be accurate in all details, and invoices must be submitted with each daily delivery to each of the Thirteen (13) delivery sites:

Adelante Dual Language Academy	1720 Hopkins Drive	San Jose 95122
Aptitud Community Academy	2475 Van Winkle Lane	San Jose 95116
Hubbard Media Arts Academy	1680 Foley Avenue	San Jose 95122
Linda Vista Elementary	100 Kirk Avenue	San Jose 95127
Lyndale Elementary	13901 Nordyke Drive	San Jose 95127
Renaissance Academy at Mathson	2050 Kammerer Avenue	San Jose 95116
McCollam Elementary	3311 Lucian Avenue	San Jose 95127
Ocala STEAM Academy	2800 Ocala Avenue	San Jose 95148
Russo/McEntee Academy	2851 Gay Avenue	San Jose 95127
Ryan STAM Academy	1241 McGinness Drive	San Jose 95127
San Antonio/LUCHA	1721 E. San Antonio Street	San Jose 95116
Sheppard/Painter	480 Rough and Ready Road	San Jose 95133
Alum Rock Warehouse	2930 Gay Ave	San Jose 95127

The Vendor must submit a monthly statement directly to ARUSD Child Nutrition Services (CNS) via email to Jazzy Nguyen: jazzy.nguyen@arusd.org or fax: 408-928-6413.

VIII
EXECUTION OF CONTRACT

Issuance of the purchase order shall evidence the contractual agreement between the bidder and the District for subsequent years.

IX
COMPENSATION

The Vendor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

X
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified in this Agreement. By the execution of the Agreement, the Vendor acknowledges that the Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

ARUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by ARUSD's Governing Board or (ii) validly and properly executed by the ARUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

All documentation shall be signed in blue ink and returned to the attention of Denisse B. Mendez, Director, Child Nutrition Services, Alum Rock Union School District, 2930 Gay Avenue, San Jose, CA, 95127 or signed via approved Alum Rock District electronic signature platform Docusign.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR		ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT	
Signature:	DocuSigned by: Chris Kouretas 99349FE50FAB44B...	Signature:	
Name:	Chris Kouretas	Name:	Sandra Garcia
Title:	Vice President of Sales	Title:	Interim Superintendent
Date:	5/20/2026	Date:	

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: 268002 Vendor No.: 021680

Child Nutrition 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: Daylight Foods LLC

Address: 30200 Whipple Rd City: Union City State: CA Zip: 94587

Phone: 510) 594-4374 Email: chrisk@daylightfoods.com

SSN: _____ Fed I.D. #: 68-0665764

CONTRACT TERM: start dates 7/1/2026 end date 6/30/2027

CONTRACTOR'S OBLIGATION:

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

Provide pint 1% white milk and non-fat chocolate milk, 5 gallon organic 1% and non-fat white milk to meet food components for breakfast, lunch and supper meal requirements. Deliveries are made to all school sites.

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:** $ $350,000 for school year 2026-2027

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
130	5310	0	4700	00	0000	3700	0000000	480	3700	$350,000.00	5/27/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5/27/26

Director of Fiscal Services: _____ Date: 5/27/26

Asst. Supt., of Business Services: _____ Date: 5/27/26

Superintendent: _____ Date: _____

Docusign Envelope ID: B599C597-E9B4-8134-837E-B3E6DA58722A

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

CONTRACTOR CERTIFICATION:
PROHIBITION ON POLITICAL CONTRIBUTIONS

CONTRACTOR NAME: Daylight Foods LLC ("Contractor")

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

By signing below, Contractor certifies the following:

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

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

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

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

Sandra Garcia, Interim Superintendent

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

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

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

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

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

Dated: 5/20/2026

"Contractor"

DocuSigned by:
Chris Kouretas
99349FE50FAB41B...

Print name: X Chris Kouretas

Title: Vice President of Sales

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6.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: December 12, 2025

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

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

The Board of Trustees of the Alum Rock Union School District took the following action:
✓ Approved ___ Withdrew
___ Denied ___ Tabled
Other ___
Superintendent's Office

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: December 18, 2025
Regular Board Meeting

6.10
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Andres Quintero Seconded by: Minh Tham

Approved: 4 Not Approved: 1 Tabled: 0

Corina Herrera-Loera

Docusign Envelope ID: B599C597-E9B4-8134-837E-B3E6DA58722A

ALUM ROCK UNION SCHOOL DISTRICT

RESOLUTION NO. 33-25/26

RESOLUTION ADOPTING A POLICY PROHIBITING POLITICAL CONTRIBUTIONS BY CONTRACTED FIRMS

Adopted: December 18, 2025

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

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

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

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

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

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

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

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

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Contractor Political Contribution Prohibition

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

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

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

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

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

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

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

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

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

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

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

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

AYES: 4
NOES:
ABSENT: 0
ABSTAIN: 0

Signed by:
Minh Pham
6E9EAC63459C459...

Clerk of the Governing Board

Date: December 18, 2025

Docusign Envelope ID: B599C597-E9B4-8134-837E-B3E6DA58722A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts over $5000-

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ☐ Employee Contract ☑ Independent Contractor Agreement ☐ MOU

School/Department: Child Nutrition Services Date: June 11, 2026

Requested by: Denisse Mendez, Director of Child Nutrition Services

Name of Company/Individual to be contracted: Daylight Foods LLC

Address: 30200 Whipple Rd

City: Union City State: CA Zip Code: 94587

Dates of Services: 07/01/2026 - 06/30/2027

Services to be provided:

Provide pint 1% white milk and non-fat chocolate milk, 5 gallon organic 1% and non-fat white milk to meet food components for breakfast, lunch and supper meal requirements. Deliveries are made to all school sites three times a week.

Estimated Cost: $350,000

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
130	5310	0	4700	00	0000	3700	000000	480	3700	$350,000.00	

Supervisor's Signature: Date: 5/27/26

Approved: ☐ **Yes** ☐ **No**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Superintendent

From: Denisse Mendez, Director of Child Nutrition Services

Re: Addendum for an Extension Year Two (2/3) of IFB No. 2526-CNS02

Date: June 11, 2026

Description of services being provided:

The Child Nutrition Services Program (CNS) solicited IFBs for Dairy Products and Services for school year 2025-2026. Board members and team awarded Daylight Foods LLC as our distributor to supply all milk items used to support all federal breakfast, lunch, and supper feeding programs.

Recommendation:

Based on services, prices, and quality of product, Child Nutrition Services (CNS) would like to submit an addendum to extend IFB No. 2526-CNS02 Dairy Products and Services for year two of three in school year 2026-2027 for $350,000.

Docusign Envelope ID: B599C597-E9B4-8134-837E-B3E6DA58722A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Exhibit C

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below must be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Special Services ("Agreement"):

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its **compliance** with these provisions as follows:

Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

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

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

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

☒ **To be completed by authorized District employee only.**

Contractor's services under the Agreement will be provided at a school. Contractor employees and/or subcontractor or supplier of any tier of Agreement shall **NOT** come in contact with District pupils. Contractor's employees will not have direct contact with District pupils and the District will take appropriate steps to protect the safety of any pupils while executing this contract so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to supervise the contract, employees and execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

Signature: _____

OR

Must be completed by Contractor's authorized representative.

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

Date: 5/20/2026

Name of Contractor or Company: Daylight Foods

Signature: Chris Kouretas

Print Name and Title: Chris Kouretas Vice President of Sales

Docusign Envelope ID: B599C597-E9B4-8134-837E-B3E6DA58722A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Exhibit B

TUBERCULOSIS CLEARANCE

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

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

Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

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

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

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

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

☒ **To be completed by authorized District employee only.**

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

Date: _____

District Representative's Name and Title: _____

Signature: _____

OR

Must be completed by Contractor's authorized representative.

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

Date: 5/20/2026

Name of Contractor or Company: Daylight Foods

Signature: Chris Kouretas

Print Name and Title: Chris Kouretas Vice President of Sales

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Daylight Foods

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See Instructions.

30200 Whipple rd

6 City, state, and ZIP code

Union city, CA 94587

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	8	–	0	6	6	5	7	6	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 2/26/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05-09-2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC
700 BISHOP STREET, SUITE #1100
HONOLULU, HI 96813
(808) 585-3500

CN130677922-DF-GLUmb-25-27

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Daylight Foods LLC
30200 Whipple Road
Union City, CA 94587

COVERAGES **CERTIFICATE NUMBER:** SEA-004222320-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			630-B6704017	09-03-2025	09-01-2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Alum Rock Union Elementary School District is are included as additional insureds as required by written contract or agreement but only to the extent set forth in the General Liability policy provisions.

CERTIFICATE HOLDER

Alum Rock Union Elementary
School District
2930 Gay Avenue
San Jose, CA 95127

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

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TRAVELERS

One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
NON-DURABLE DOMESTIC
COMMON POLICY DECLARATIONS
ISSUE DATE: 09/24/25
POLICY NUMBER: P-630-B6704017-TCT-25

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

1. NAMED INSURED AND MAILING ADDRESS:
DAYLIGHT FOOD INC
30200 WHIPPLE RD
UNION CITY, CA 94587

2. POLICY PERIOD: From 09/03/25 to 09/01/26 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS

Premises Loc. No.	Bldg. No.	Occupancy	Address
SEE IL T0 03			

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

DELUXE PROPERTY COVERAGE PART DECLARATIONS	DX T0 00 11 12 TCT
COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS	CG T0 01 11 03 TCT
EMPLOYEE BENEFITS LIABILITY COV PART DECLARATIONS	CG T0 09 09 93 TCT

5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company

SEE CALCULATION OF PREMIUM
COMPOSITE RATES ENDORSEMENT

7. PREMIUM SUMMARY:

Provisional Premium	$ 93,305
Due at Inception	$ 23,609
Due at Each	$ SEE IL T0 30

NAME AND ADDRESS OF AGENT OR BROKER:
MARSH-QSG-SAN FRANCISCO (XK783)
4 EMBARCADERO CTR STE 1100
SAN FRANCISCO, CA 94111

COUNTERSIGNED BY:

Authorized Representative

DATE:

TRAVELERS

POLICY NUMBER: P-630-B6704017-TCT-25

EFFECTIVE DATE: 09-03-25

ISSUE DATE: 09-24-25

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL T0 30 12 90	NON-STANDARD PAYMENT SCHEDULE
IL T0 03 04 96	LOCATION SCHEDULE
IL T3 02 07 86	CALCULATION OF PREMIUM-COMPOSITE RATE(S)
IL T3 45 06 19	EXCL-DESIGNATED PERSONS OR ORGANIZATIONS

DELUXE PROPERTY

DX T0 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX 00 03 07 94	DELUXE PROP COV PART SCHED-SPECIF LIMITS
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BI (AND EE) COVERAGE FORM
DX T3 19 11 12	CAUSES OF LOSS - EQUIPMENT BREAKDOWN
DX T4 02 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
DX T5 21 01 23	DIGITAL ASSETS EXCLUSIONS
DX T3 36 11 12	CAUSES OF LOSS-EQSL
DX T3 98 01 23	ELECTRONIC VANDALISM LIMIT & OTHER CHANG

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COV FORM
CG D9 10 09 21	AMENDMENT OF INTELLECTUAL PROPERTY EXCL
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D4 58 02 19	XTEND ENDT FOR MFRS & WHOLESALERS
CG D2 43 01 02	FUNGI OR BACTERIA EXCLUSION
CG D4 21 07 08	AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D9 41 09 22	EXCLUSION - PFAS
CG D9 44 01 23	EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS
CG D0 76 06 93	EXCLUSION-LEAD
CG D1 09 08 03	EXCL-COMMUNICABLE DISEASES
CG D1 42 02 19	EXCLUSION-DISCRIMINATION
CG D2 04 12 17	EXCL-EXTERIOR INSULATION & FINISH SYSTEM
CG D2 26 06 15	EXCLUSION - TOBACCO OR NICOTINE
CG D2 40 06 01	EXCLUSION - SILICA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries
B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers
C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
D. Blanket Additional Insured – Broad Form Vendors
E. Blanket Additional Insured – Controlling Interest
F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
I. Blanket Additional Insured – Grantors Of Franchises
J. Incidental Medical Malpractice
K. Medical Payments – Increased Limit
L. Blanket Waiver Of Subrogation
M. Contractual Liability – Railroads

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;
b. An organization other than a partnership, joint venture or limited liability company; or
c. A trust;

as indicated in its name or the documents that govern its structure.

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B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED:**

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only:
      (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
      (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

   For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:
   a. A limited liability company;
   b. An organization, other than a partnership, joint venture or limited liability company; or
   c. A trust;

   as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and
b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
b. The insurance provided to such vendor does not apply to:
   (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
   (2) Any change in "your products" made by such vendor;
   (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

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(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has

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issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

   a. $10,000; or

   b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

M. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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9.8

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 29, 2026

Subject: **Resolution No. 92-25/26 Designating Certain General Funds as Committed General Fund Balance for FY 2026-27**

Support Information: Proposition 2 and Senate Bill 751 (Hill, Statutes of 2017) set the threshold for triggering the cap on district reserves of no more than 10% once certain conditions are met.

This requirement is in operative for fiscal year 2026-27, except for non-basic aid districts and districts with fewer than 2,501 ADA. The law does allow for commitment of funds to be excluded from this calculation. This Resolution would comply with the law by committing $19,500,000 for the following purpose:

Funding to Offset Projected Structural Deficits and Mitigation of Declining Enrollment and ADA

Fiscal Impact: Yes

Budget Source: General Fund

Recommended Action: Staff recommends that the Board of Trustees approve Resolution No. 92-25/26 to designate certain general funds as committed fund balance for FY 2026-27.

Recommend Approval

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 11, 2026
Regular Board Meeting

9.8
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

DESIGNATING CERTAIN GENERAL FUNDS AS COMMITTED FUND BALANCE FOR FISCAL YEAR 2026-27 RESOLUTION NO. 92-25/26

WHEREAS, the Governmental Standards Accounting Board (GASB) has issued Statement No. 54, establishing a hierarchy clarifying constraints that govern how a government entity can use amounts reported as fund balance; and

WHEREAS, the Alum Rock Union Elementary District Board of Education (Board) has previously adopted Board Policy and Administrative Regulation 3460 acknowledging its authority to commit, assign, or evaluate existing fund-balance classifications and identify the intended uses of committed or assigned funds; and

WHEREAS, Proposition 2 (2014) established the Public School System Stabilization Account and authorized conditions under which local educational agencies may be subject to reserve limitations; and

WHEREAS, Senate Bill SB 751 amended Education Code Section 42127.01 to establish the conditions under which a school district's assigned and unassigned General Fund balances are limited to no more than 10% of total general fund expenditures; and

WHEREAS, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Board; and

WHEREAS, once the committed fund-balance constraints are imposed, it requires the constraint to be removed by the Board prior to redirecting the funds for other purposes; and

WHEREAS, the Board has determined it has specific needs that it elects to fund with portions of its General Fund ending fund balance.

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District Board of Education, hereby commits $19,500,000 to utilizing portions of its General Fund ending fund balance, as indicated by the Committed Fund classification in its financial statements, for the following purpose:

Purpose	Justification	Estimated Amount
Funding to Offset Projected Structural Deficits and Mitigation of Declining Enrollment and ADA	2026-27 adopted budget multiyear financial projections for 2026-27 through 2028-29	$19,500,000
Total Committed Fund Balance		**$19,500,000**

BE IT FURTHER RESOLVED, that such funds cannot be used for any purposes other than directed above, unless the Board adopts another resolution to remove or change the constraint; and

BE IT FURTHER RESOLVED, that the Superintendent or designee shall administer and account for these committed amounts consistent with this resolution by **July 1, 2026.**

This is to certify that the above resolution was adopted by the Board of Education by a majority vote, at its regular meeting of **June 11, 2026.**

Minh Pham
Board Clerk

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: June 11, 2026

Subject: **Resolution No. 89-25/26: Kidango Designation of California State Preschool Program (CSPP) Facility Responsibility-Mayfair Early Learning Center and Mayfair Center**

Support Information: Adoption of Resolution No. 89-25/26 for the designation of California State Preschool Programs facility responsibility. The Memorandum of Understanding between the Alum Rock Union Elementary School District and Kidango is a formal agreement to provide California State Preschool Programs (CSPP) within the district. Preschool services will be provided at Mayfair Early Learning Center, and Mayfair Center

Fiscal Impact: No

Budget Source: Not applicable

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve Resolution No. 89-25/26, the designation of California State Preschool Programs facility responsibility to Kidango for the purpose of providing early learning/childcare and development within Alum Rock Union Elementary School District for Fiscal Year 2026-2027.

Recommend Approval

Submitted by: Dr. Dianna Ballesteros Title: Director

Approved by: Daniel Burns Title: Interim Asst. Superintendent

To the Board of Trustees: Meeting: June 11, 2026
Regular Board Meeting

10.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 89-25/26
Kidango Designation of
California State Preschool Programs (CSPP) Facility Responsibility

WHEREAS, the Memorandum of Understanding between the Alum Rock Union Elementary School District and Kidango is a formal agreement to provide California State Preschool Programs (CSPP) within the district. It is agreed that Kidango will provide preschool services at Mayfair Early Learning Center, 2000 Kammerer Ave., San Jose California, 95116, and Mayfair Center, 1990 Kammerer Ave., San Jose California, 95116;

WHEREAS, Kidango Vice President Lashunda De Los Reyes, is designated to receive and submit all documents pertaining to Mayfair Learning Center, 2000 Kammerer Ave., San Jose California, 95116 and Mayfair Center, 1990 Kammerer Ave., San Jose California 95116;

WHEREAS, Lashunda De Los Reyes is designated as the Administrator-Manager of the above-named facilities and authorized to receive any licensing documents on behalf of our Board, including reports of inspections and consultations, accusations, and civil and administrative processes;

WHEREAS, Kidango, in coordination with the ARUESD, will offer a comprehensive, licensed preschool in the Alum Rock School Readiness Program, which meets the developmental needs of the children it serves.

NOW, THEREFORE, BE IT RESOLVED, that Kidango will secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the fully executed MOU.

BE IT FURTHER RESOLVED, that Kidango's designee has the authority, on behalf of the Alum Rock Board of Trustees, to submit the application to the State of California, Department of Social Services Community Care Licensing Division Agency, San Jose Child Care Program, 2580 North First Street, Suite 300, San Jose California, 95131.

PASSED AND ADOPTED, this 11th day of June, 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 June 11, 2026.

_____ _____

Sandra Garcia, Interim Superintendent Date

10.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 11, 2026

Subject: **Resolution No. 80-25/26: THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante I, Adelante II, Painter Elementary, McCollam Elementary, and Painter Elementary**

Support Information: Adoption of Resolution No. 80-25/26 for the designation of California State Preschool Programs facility responsibility. The Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide California State Preschool Programs (CSPP) within the district. Preschool services will be provided at Adelante Dual Language Academy, McCollam Elementary, and Painter Elementary.

Fiscal Impact: No

Budget Source: Not applicable

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve Resolution No. 80-25/26, the designation of California State Preschool Programs facility responsibility to THINK Together for the purpose of providing early learning/childcare and development within Alum Rock Union Elementary School District for Fiscal Year 2026-2027.

Recommend Approval

Submitted by: Dr. Dianna Ballesteros Title: Director

Approved by: Daniel Burns Title: Interim Asst. Superintendent

To the Board of Trustees:

Meeting: June 11, 2026
Regular Board Meeting

10.2
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

RESOLUTION NO. 80-25/26
THINK Together Designation of
California State Preschool Programs (CSPP) Facility Responsibility

WHEREAS, the Memorandum of Understanding between the Alum Rock Union Elementary School District and THINK Together is a formal agreement to provide California State Preschool Programs (CSPP) at three schools within the district. It is agreed that THINK Together will provide preschool services at Adelante Dual Language Academy, McCollam Elementary, and Painter Elementary;

WHEREAS, THINK Together Executive Director, Rosa Lopez, is designated to receive and submit all documents pertaining to Adelante Dual Language Academy, McCollam Elementary, and Painter Elementary;

WHEREAS, Rosa Lopez is designated as the Administrator-Manager of the above named facility and authorized to receive any licensing documents on behalf of our Board, including reports of inspections and consultations, accusations, and civil and administrative processes;

WHEREAS, THINK Together, in coordination with the ARUESD, will offer a comprehensive, licensed preschool in the Alum Rock School Readiness Program, which meets the developmental needs of the children it serves.

NOW, THEREFORE, BE IT RESOLVED, that THINK Together will secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the fully executed MOU.

BE IT FURTHER RESOLVED, that THINK Together's designee has the authority, on behalf of the Alum Rock Board of Trustees, to submit the application to the State of California, Department of Social Services Community Care Licensing Division Agency, San Jose Child Care Program, 2580 North First Street, Suite 300, San Jose, California, 95131.

PASSED AND ADOPTED, this 11th day of June 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 June 11, 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: June 11, 2026

Subject: **Resignations (Information Only)**

Support Information: Pursuant to Board Policy 4117.2 the Superintendent or designee has accepted the resignations indicated in the accompanying memorandum.

Fiscal Impact: No

Budget Source: Not Applicable

Recommended Action: Information Only

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

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

To the Board of Trustees:

Information Only

11.1
Agenda Placement

Meeting: June 11, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

June 11, 2026

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Almazan, Epsom	SDC/Ryan Elementary	06/05/2026
2.	Dhami, Harmeet	Core/Ocala STEAM Academy	06/05/2026
3.	Perez, Celia	Math/Sheppard Middle School	06/05/2026
4.	Torrico, Cesar	Assistant Superintendent, H.R./H.R. Dept.	06/30/2026

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

June 11, 2026

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Mejia, Norma M	Campus Paraeducator & Paraeducator 9.5mo/San Antonio	08/01/2026
2.	Rivas Jr., Fernando	School Link Services Supervisor/Student Support Services	06/01/2026
3.	Thai, Linh M	Bus Driver/Transportation	05/27/2026
4.	Tovar, Patricia	Executive Assistant/Business Services	07/01/2026

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: June 11, 2026

Subject: **Approve Job Description – School-based Mental Health Clinician (Grant-funded)**

Support Information: The Valley Health Grant provides funding for our Wellness Centers. This Job Description allows us to use the remaining funds from the Grant and use Community Schools Grant funds to continue funding the Wellness Centers and also updates the job description to fit the essential duties of the position.

Fiscal Impact: Grant-funded. No impact to the general fund.

Budget Source: None

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the new job description.

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: June 11, 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

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

Position Title: School-based Mental Health Clinician (Grant-funded)

FUNCTION

The School-based Mental Health Clinician provides Tier 2 and Tier 3 behavioral health services to students as part of the district's Multi-Tiered System of Supports (MTSS). This position focuses on delivering therapeutic mental health interventions, behavioral health screening and assessment, crisis intervention, treatment planning, and case coordination for students whose behavioral health needs affect their educational access, engagement, or school functioning.

The School-based Mental Health Clinician provides individual and group therapeutic services, collaborates with school teams and families, and coordinates care with community-based providers when needed. Services are documented in accordance with LEA BOP, CYBHI Fee Schedule, Medi-Cal, and other applicable billing structures, ensuring compliance with all district, state, and federal regulations.

AREAS OF RESPONSIBILITY

- Provide Tier 2 and Tier 3 behavioral health services to students identified through MTSS processes, CARE Teams, or other referral pathways.
- Deliver individual therapeutic counseling addressing social-emotional and behavioral health needs, including anxiety, depression, trauma, emotional regulation, behavioral challenges, and interpersonal concerns.
- Facilitate therapeutic small groups focused on skill development, such as coping strategies, emotional regulation, peer relationships, and resilience.
- Implement evidence-informed and trauma-responsive interventions appropriate for adolescents within a school setting.
- Provide mental and behavioral health services that support students whose mental health needs impact school attendance, engagement, or access to learning.
- Conduct behavioral health screenings and assessments to determine appropriate levels of support and intervention.
- Administer standardized screening tools, including PHQ-9, GAD-7, PEARLS, and ACEs screening.

- Interpret screening results to inform service planning and intervention strategies.
- Develop and implement individualized treatment or intervention plans in collaboration with students, families, and clinical supervisors.
- Monitor student progress and adjust interventions based on outcomes and ongoing assessment.
- Assist with immediate crisis intervention and stabilization for students experiencing behavioral health crises.
- Conduct suicide and safety risk assessments using the Columbia Suicide Severity Rating Scale (C-SSRS) when appropriate.
- Develop and implement student safety plans in collaboration with school teams and families.
- Follow district protocols related to crisis response, mandated reporting, and student safety procedures.
- Coordinate services with school counselors, school administrators, and other student support personnel.
- Participate in CARE Team, MTSS, or Student Support Team meetings to assist in developing coordinated intervention plans.
- Facilitate referrals and linkage to community-based mental health providers or higher levels of care when appropriate.
- Support continuity of care between school-based behavioral health services and community providers.
- Engage parents, guardians, and caregivers in developing and implementing treatment plans.
- Facilitate meetings with families to discuss student behavioral health needs, progress, and available resources.
- Support families in accessing community mental health services and supports when appropriate.
- Maintain accurate and timely clinical documentation, including service notes, screenings, assessments, and treatment plans.
- Ensure documentation meets requirements for LEA BOP, CYBHI Fee Schedule, Medi-Cal, and other applicable billing programs.
- Participate in district processes related to billing compliance, documentation review, and program monitoring.
- Collaborate with school staff to support students' social-emotional and behavioral functioning within the school environment.
- Provide consultation to school personnel regarding behavioral health concerns and intervention strategies.
- Collaborate with school counselors to engage students and families in mental health psychoeducation through guidance lessons, workshops, presentations, or family and school engagement events.
- Support behavioral health interventions aligned with the district's Multi-Tiered System of Supports (MTSS).

KNOWLEDGE AND ABILITIES

Knowledge of behavioral health assessment and intervention strategies for adolescents, trauma-informed and culturally responsive practices, crisis intervention and suicide risk assessment, school-based mental health service delivery models, MTSS, documentation and billing requirements related to LEA BOP/CYBHI/Medi-Cal, and confidentiality laws, including FERPA and HIPAA.

Ability to provide therapeutic services to adolescents within a school environment, collaborate with multidisciplinary teams, maintain compliant documentation, manage multiple student cases, and work effectively with diverse student populations.

EDUCATION AND EXPERIENCE

- Master's degree in Marriage and Family Therapy, Social Work, Clinical Counseling, Psychology, or related behavioral health field.
- Minimum two (2) years of experience providing mental/behavioral health services to children or adolescents.
- Experience working in school-based or community-based youth mental health programs preferred.

LICENSES AND OTHER REQUIREMENTS

- Valid California license issued by the California Board of Behavioral Sciences (LMFT, LCSW, or LPCC) or registered associate working toward licensure (AMFT, ACSW, APCC).
- Valid California Driver's License.

PREFERRED QUALIFICATIONS

- Knowledge of TK-12 system
- Bilingual preferred - Spanish or Vietnamese
- Oral & written communication skills
- Lifelong learner
- Team oriented
- Flexible and adaptable
- Outgoing & self-directed
- Computer & Google Suite literate
- Ability to establish & maintain cooperative & effective working relationships
- Positive interaction with community groups & cultures at large

Terms of Employment:

Salary Placement: In accordance with the salary schedule below.

	01	02	03	04	05	06	07	08
ANN	$ 66,961.44	$ 69,677.04	$ 72,690.48	$ 74,915.52	$ 77,140.56	$ 79,330.56	$ 81,555.60	$ 84,621.60
MO	$ 6,087.40	$ 6,334.28	$ 6,608.23	$ 6,810.50	$ 7,012.78	$ 7,211.87	$ 7,414.15	$ 7,692.87
DAY	$ 305.77	$ 306.77	$ 307.77	$ 308.77	$ 309.77	$ 310.77	$ 311.77	$ 312.77
HRS	$ 38.22	$ 39.77	$ 41.49	$ 42.76	$ 44.03	$ 45.28	$ 46.55	$ 48.30

H&W Benefits: Eligible for the same Health and Welfare Benefits as CSEA members.

Work Year: 10 month, 192 work days

Evaluation: The performance of this position will be evaluated in accordance with the classified staff evaluation process.

Bargaining unit: Unrepresented, not a part of any bargaining unit.

Board Approved: Pending

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: June 11, 2026

Subject: **Approve Job Description – Executive Assistant – Confidential, Business Services**

Support Information: This new job description formally establishes and differentiates the Executive Assistant – Confidential, Business Services position. It is specifically tailored to encompass the essential functions, specialized financial administrative workflows, and distinct leadership support required to effectively serve the Business Services Department and the Assistant Superintendent of Business Services.

Fiscal Impact: Yes

Budget Source: General Fund

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the new job description.

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: June 11, 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

Position Title: Executive Assistant - Confidential, Business Services

Reports To: Assistant Superintendent, Business Services

Functions: Under the direction of the Assistant Superintendent, Business Services, perform responsible, technical and complex administrative services to assist an Assistant Superintendent with administrative and clerical detail; plan, organize and coordinate office activities and coordinate flow of communications; maintain confidentiality of privileged and sensitive information; apply extensive knowledge of District policies and exercise independent judgment. Perform a variety of complex and confidential ~~secretarial~~ administrative tasks pertaining to employee negotiations and relations.

Areas of Responsibilities:

- Perform responsible technical and complex ~~secretarial~~ administrative duties in support of an Assistant Superintendent; plan, organize and coordinate operating procedures, communications and administrative support functions to relieve the administrator of routine administrative and clerical details; assure smooth operations of an assigned office, including sorting and distributing mail within the Business department.
- Answer phones and screen callers and visitors; provide detailed and technical information concerning District policies and procedures and established guidelines.
- Communicate with District personnel on confidential or sensitive issues according to established guidelines and procedures; apply extensive knowledge of district policies and exercise independent judgment; expedite transmittal of information and facilitate implementation of policies and programs; assure timely communications.
- Make telephone calls to verify, receive or transmit information; receive, open and screen incoming mail; independently compose replies according to established guidelines and procedures.
- Maintain confidentiality of privileged and sensitive information related to negotiations, District actions, salary information and other confidential information.
- Compose memos, letters or other materials independently or from rough draft; draft agenda items from oral or written instructions.
- Research and compile information and compute statistical data for Federal, State and district reports, departmental budgets, audits, and special projects as assigned.
- Schedule meetings, conferences and appointments; arrange for conference rooms; maintain calendar; arrange and schedule travel accommodations.
- Maintain comprehensive records; prepare reports and files including those of a confidential nature.
- Attend a variety of meetings; prepare and send out notices; collect and compile information; record proceedings according to established procedures; prepare and distribute minutes.
- Supervise other clerical personnel involved in office support activities.

- Operate a variety of office equipment including a computer, typewriter, copier and other as assigned.
- Prepare board items for the Business Division, Maintenance Operations and Transportation, and the Bonds Department.
- Attend and take minutes for the CBOC (Citizens Bond Oversight Committee) and BAC (Budget Advisory Committee meetings.)
- Attend Regular and Special Board meetings and take minutes, as needed, as a secondary backup.
- Process senior parcel tax exemptions, including managing senior parcel tax exemption forms, preparing reports for, and communicating with the County of Santa Clara Assessor's Office.
- Manage the approval process for outside organizations to submit and post flyers at school sites or the district office.
- Manage the Form 700 process, as needed, as a secondary backup.
- Collect, review, monitor, and maintain employee attendance reports from school sites and departments; ensure accuracy and completeness of records and coordinate the timely submission of attendance documentation to the Payroll Department for processing.
- Review and evaluate requests from nonprofit organizations and external agencies to distribute informational materials and flyers; determine compliance with District policies, administrative regulations, and applicable laws, and approve or deny distribution requests accordingly.
- Oversee and administer the District's Public Records Act request process; coordinate with appropriate departments to identify, collect, and review responsive records, ensure compliance with statutory timelines and legal requirements, and prepare and disseminate records and reports to requestors.
- Perform related duties as assigned.

Knowledge and Abilities:

- Knowledge of operations, procedures, specific rules and precedents of the office laws, rules and regulations related to assigned activities related to confidentiality of sensitive information.
- Business Services functions including budgeting, accounting, payroll, and purchasing.
- Modern office practices, procedures and equipment.
- Record-keeping techniques.
- Computer operations, computer equipment, and current software utilized to effectively complete complex tasks to support the administration and management of the school system.
- Knowledge of all window-based software such as Excel, Microsoft Word, Access, Power Point, etc., and ready to learn new state-of-the-art software.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Telephone techniques and etiquette.

- Perform administrative support duties to relieve the Assistant Superintendent, Business Services of administrative detail.
- Apply extensive knowledge of District policies and exercise independent judgment.
- Compose correspondence and written materials independently.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain records and prepare reports.
- Operate a computer to enter data, maintain records and generate reports.
- Read, interpret, apply and explain rules, regulations, policies and procedures.
- Complete work with many interruptions.
- Understand and work within the scope of authority.
- Work independently with little direction.
- Meet schedules and time lines.
- Work confidentially with discretion.
- Type at 45 words net per minute from clear copy.

Physical Demands

- Hear and speak to exchange information
- See to read, prepare, proofread documents, and monitor office activities
- Sit or stand for extended periods of time
- Dexterity of hands and fingers to operate a computer keyboard and other office equipment
- Kneel, bend at waist, and reach overhead, above the shoulders, and horizontally to retrieve and store files and supplies
- Lift light objects

Working Conditions

- Office environment
- Constant interruptions

Education and Experience:

- Bachelor's degree or equivalent, college level course work in ~~secretarial science~~, office administration ~~management~~, business administration or related field and four years of responsible administrative and clerical experience.
- Windows certification preferred.
- Valid California driver's license as required by position

Terms of Employment:	Confidential Salary Scale
Work Year:	12 months
	Evaluation: Performance of this position will be evaluated in accordance with the classified evaluation process.

11.4

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: June 11, 2026

Subject: **Approve Updated Job Description – Information Technology and Data Analyst**

Support Information: This updated job description reflects the outcome of successful bargaining with CSEA. To better serve the evolving needs of the district, the reporting structure for the Information Technology and Data Analyst position has been realigned, shifting its direct report from the Information Technology department to Student Support Services.

Fiscal Impact: No

Budget Source: General Fund

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the updated job description.

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: June 11, 2026
Regular Board Meeting

11.4
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

POSITION TITLE: Information Technology and Data Analyst

REPORTS TO: Director of ~~Technology~~ Student Support Services, Compliance, and Programs

FUNCTIONS: Under general direction, evaluates, tests, and exercises control over District's adopted curriculum, assessment and digital learning platforms hosted locally or cloud based. Plan and execute the installation, modification, utilization, audit and maintenance of databases to support the district adopted curriculum, assessment and digital learning platforms; and responsible for all user accounts and data to meet set standards and requirements. Provide technical support to users and maintain various District systems hardware and software applications. Provide consultation and direction regarding instructional or business system applications. Provide support to staff on data, user accounts and technology needs. Provide support for asynchronous learning.

AREAS OF RESPONSIBILITY:

- Able to understand and support front-end academic platforms to provide support to staff and student users.
- Design, develop and maintain a timeline for each school's data processing needs on assigned databases and applications to support the district adopted curriculum, assessment and digital learning platforms.
- Participate as a member of a project team to accomplish assigned project results; assist in the selection and deployment of curriculum, assessment and digital learning platforms.
- Maintain, troubleshoot and support student and staff accounts on all applications, digital learning platforms, and devices.
- Synchronize data between all databases, applications, student information system and digital learning platforms used by the District on a routine basis.
- Perform routine rostering on all District's adopted curriculum, assessment and digital learning platforms.
- Collect, analyze, enter and interpret data; organize report material; translate technical material and data
- Audit and test data regularly for accuracy and completeness; maintain integrity and quality; troubleshoot associated issues; and ensure appropriate documentation accessible online.
- Perform SQL, TSQL, other database queries and related technical tools for maintenance and reporting activities.
- Coordinate data processing, analysis and reporting functions between district personnel, administrators, vendors and various outside agencies.
- Perform device (e.g., Windows, Mac OS, iOS, Android, Chrome OS, Linux) compatibility tests for applications and programs used by the District and ensure appropriate documentation accessible online.
- Maintain the current status of all curriculum, assessment and digital learning platforms on the website in a user friendly manner.

- Maintain and provide support on Google for Education applications and other learning platforms.
- Provide technical support to users and maintenance to various District systems hardware including mobile devices, and software applications including mobile apps.
- Operate software and hardware diagnostic tools and related equipment to diagnose and solve user's technical problem
- Assist with setup, deployment and troubleshooting of new and existing technology equipment; and travel to various District sites to assist staff for technical needs.
- Work cooperatively with various areas of Information Technology Support Services such as application configuration, systems, operations, training, help desk, asynchronous learning support and other areas as needed.
- Participate virtually or in person in district provided Professional Development related to the duties of the position.
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Concepts of specifics relating to curriculum, assessment, digital learning platforms, and integrated database management systems.
Knowledge and proficiency with K-12 Student Information Systems, curriculum, assessment, and digital learning platforms, including Google Apps for Education.
Proficiency with student rostering, including familiarity with Clever, Google Single-Sign-On (SSO) and other related applications.
Operations and maintenance of databases.
Strong quantitative and analytic abilities to analyze, validate data and the tools necessary to accomplish the work.
Experience with querying and analyzing data stored in database servers using SQL/T-SQL statements.
Fundamental knowledge of Local Area Network, Mobile Device Management systems, and Database systems.
Troubleshooting and record-keeping techniques and tools.
Oral and written communication skills.

ABILITY TO:

Prioritize and schedule work.
Read and accurately interpret detailed operating instructions.
Analyze situations accurately and adopt effective course of actions.
Work effectively and efficiently with district staff members.
Manage and prioritize multiple short-term and long-term projects on different time tracks.
Anticipate potential issues affecting data and develop strategies to avert time consuming corrective measures.
Possess strong documentation skills (e.g., How-to-Docs).
Describe and document technical problems, collect data, establish facts, determine appropriate solutions and relate same to supervisor.
Understand and carry out oral and written instructions.
Work in a challenging and rapidly changing environment.
Maintain a professional attitude and appearance.

EDUCATION/TRAINING EXPERIENCE:

- Bachelor Degree in Information systems, Computer Science, Business Administration or related

field is preferred.

- Any combination equivalent to: two years of college-level course work in computer science or related field, and two years of experience using SQL for querying and data manipulation to support the collection, processing, analysis, formatting and reporting of computerized data.
- At least two years of increasingly responsible experience with computer configurations, installation, troubleshooting, and repair of hardware, software, and peripheral devices.
- An equivalent combination of education, training, and/or experience which demonstrates an ability to perform the duties of the position may be considered.

LICENSE/OTHER REQUIREMENTS:

Must possess (at all times during employment) a valid California driver's license and may be required to use personal vehicle to travel between school sites and other work-related sites. Fingerprint and TB clearance required.
Must be at least 18 years of age.
Must be able to participate in and pass annual training on the responsibility of being a mandated reporter.

WORKING CONDITIONS:

ENVIRONMENT:
Office/School environment.
Driving a vehicle to conduct work.

PHYSICAL DEMANDS:
Seeing, to read a variety of materials.
Hearing and speaking to exchange information in person or on the telephone.
Speaking so that others may understand at normal levels and on the telephone.
Dexterity of hands and fingers to operate a computer keyboard and other equipment to write reports and observations.
Sitting and standing for extended periods of time.
Walking, twisting, stooping, crouching, kneeling, bending at the waist, grasping, reaching overhead, pushing, pulling, and moving.
Lift and carry twenty-five (25 pounds) on a regular basis, lift up to fifty (50) pounds on an occasional basis and in excess of fifty (50) pounds with assistance.
Travel to and walk to various locations at all school sites and offices.

TERMS OF EMPLOYMENT:

SALARY RANGE: 18

WORK YEAR: 12months

BARGAINING UNIT: CSEA

BOARD APPROVED: Pending

11.5

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: June 11, 2026

Subject: **Approve Job Description – Assistant Director of Academic Services**

Support Information: The proposed job description for the Assistant Director of Academic Services has been designed to optimize department efficiency and streamline leadership following a reduction in management positions. This updated role aligns directly with current District needs by consolidating and adding critical duties, ensuring that essential work and vital educational services continue to be completed effectively.

Fiscal Impact: None to the General Fund

Budget Source: Fully Grant Funded

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the new job description.

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: June 11, 2026 Regular Board Meeting

11.5
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
Position Title: Assistant Director of Academic Services

Position:	Assistant Director of Academic Services		
Work Year:	12 months/219 days	**Department:**	Academic Services
Reports To:	Director of Academic Services	**Salary Placement:**	Certificated Management Salary Schedule

SUMMARY

The Assistant Director of Academic Services provides leadership, coordination, and oversight of districtwide programs and initiatives to support high levels of student learning and enrichment.

This position ensures alignment of curriculum, instruction, assessment, and support systems with California State Standards, California Department of Education requirements, and the district's Local Control and Accountability Plan (LCAP) and Expanded Learning Plan.

The Assistant Director collaborates with site administrators, teachers, district leaders and community partners to implement coherent, data-driven systems that promote continuous improvement, quality programming, and equitable outcomes for TK - 8 students.

ESSENTIAL FUNCTIONS

Program Oversight

- Coordinate and support district instructional programs and initiatives
- Ensure alignment and integration of supplemental programs with core instruction
- Monitor program implementation and effectiveness to ensure high-quality outcomes
- Lead the design and alignment of before- and after-school, and intersession interventions and enrichment to ensure they complement the core instructional day and meet state grant requirements
- Serve as the primary liaison between the District and external providers for expanded learning to ensure high-quality, equitable access for all student populations
- Perform other duties as assigned

Program Leadership

- Support the implementation of a cohesive, developmentally appropriate curriculum and assessment system across all content areas for PreK–3.
- Support the implementation of high-quality training, coaching, and professional development for teachers and site administrators to implement research-based instructional strategies for PreK–3.
- Partner with District departments, early learning organizations, and external stakeholders to build effective instructional programs for K-3 aimed at closing the achievement gap.
- Build inclusive practices in preschool through elementary grades to ensure accessibility, high quality and smooth transitions of children with special needs.

Position Title: Assistant Director of Academic Services (cont.)

Assessment, Data, and Continuous Improvement

- Lead the use of multiple measures of data to inform program effectiveness
- Support continuous improvement models
- Assist in the development and monitoring of district and site goals aligned to LCAP
- Prepare reports and presentations related to program outcomes

Compliance and Fiscal Oversight

- Ensure compliance with California Education Code and applicable state and federal requirements
- Support budget development, resource allocation, and fiscal monitoring aligned to district priorities
- Assist in grant management and reporting requirements
- Oversee contracts and partnerships related to programs

Leadership and Collaboration

- Supervise, support, and evaluate assigned staff
- Collaborate with site administrators and district leadership to ensure alignment and coherence
- Facilitate cross-department collaboration to support student success
- Engage families and community partners to support academic achievement
- Serve as a liaison between district departments, schools, and external agencies
- Support the implementation of parent engagement at multiple sites

WORKING CONDITIONS

Environment:

- Office and school site environments
- Travel between district sites required
- Occasional evening and weekend responsibilities

Physical Abilities:

- Hearing and speaking to exchange information and make presentations
- Visual ability to read, prepare/process documents and small figures and monitor a wide area
- Dexterity of hands and fingers to operate a computer keyboard
- Sitting, walking and standing for extended periods of time
- Occasional carrying, pushing, pulling or lifting up to 25 pounds
- Frequent bending at the waist and stooping
- Frequent reaching overhead, above the shoulders and horizontally
- Frequent movement of head, looking up and down and side to side

MINIMUM QUALIFICATIONS

- Valid California Administrative Services Credential or equivalent experience
- Master's degree in Education or a related field
- Minimum of three (3) years of leadership or administrative experience

Position Title: Assistant Director of Academic Services (cont.)

Preferred:

- Experience in program management and/or curriculum, instruction, and assessment
- Experience leading instructional improvement initiatives
- Bilingual Preferred – Spanish

Knowledge, Skills, and Abilities

- Knowledge of California State Standards and instructional frameworks
- Understanding of effective teaching and learning practices across content areas
- Strong data analysis and problem-solving skills
- Ability to lead and manage multiple initiatives simultaneously
- Strong communication and collaboration skills

Pending Board Approval

11.6

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: June 11, 2026

Subject: **Approve Resolution No. 93-25/26 Rescinding Resolutions Nos. #50-25/26 and #60-25/26 and Restoring the Executive Assistant in the Division of Business Services, and the Position of Executive Assistant (CSEA)**

Support Information: Upon comprehensive review of district operations, it has been determined that the positions of Executive Assistant in the Division of Business Services and Executive Assistant (CSEA) provide indispensable support that cannot be absorbed by other departments. Specifically, the Executive Assistant in the Division of Business Services manages highly confidential information critical to district operations, while the Executive Assistant (CSEA) position handles specialized duties dictated by mandatory bargaining unit contractual obligations.

Fiscal Impact: Yes

Budget Source: General Fund

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve Resolution No. 93-25/26

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: June 11, 2026
Regular Board Meeting

11.6
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
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

RESOLUTION NO. 93-25/26

RESCINDING RESOLUTIONS NOS. #50-25/26 AND #60-25/26 AND RESTORING THE EXECUTIVE ASSISTANT IN THE DIVISION OF BUSINESS SERVICES, AND THE POSITION OF EXECUTIVE ASSISTANT (CSEA)

WHEREAS, at a meeting held on February 26, 2026, the Board of Trustees ("Board") of the Alum Rock Union Elementary School District ("District") adopted Resolution #50-25/26 approving the elimination of the position of Executive Assistant in the division of Business Services, and the Executive Assistant (CSEA) effective July 1, 2026, and directing the Interim Superintendent to take all such administrative actions necessary to implement the terms of this Resolution for full implementation by not later than July 1, 2026, and

WHEREAS, also at a meeting held on February 26, 2026, the Board adopted Resolution No. 60-25/26 directing the elimination of the position of Executive Assistant in the division of Business Services, and the Executive Assistant (CSEA) on the basis of lack of funds and/or lack of work, and under the authority of Sections 45114, 45115, 45117, 45298, and 45308 of the California Education Code, and directing the interim Superintendent to provide such notices to all employees affected by the above-listed reduction and elimination of classified services in accordance with the provisions of the California Education Code, and to take all necessary action to implement this Resolution, and to afford the employees all rights to which they are entitled under the law and the applicable Collective Bargaining Agreement,

WHEREAS, all affected employees were timely notified of the elimination of their positions as directed by the resolutions, and

WHEREAS, the Board has determined that it would be in the best interests of the District to rescind the elimination of those positions to help ensure an appropriate level of support in the Educational Services and Business Services departments in the District.

NOW THEREFORE, based on the foregoing, the Board of Trustees of the Alum Rock Union Elementary School District does hereby rescind those portions of Resolutions nos. 50-25/26 and #60-2025 directing the elimination and reduction of the Executive Assistant position in the division of Business Services, and the Executive Assistant (CSEA) position in Educational Services, and hereby directs the restoration of those positions for the 2026-2027 fiscal year.

ADOPTED by the Alum Rock Union Elementary School District Board of Trustees on June 11, 2026. By the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

Alum Rock Union Elementary School District
Dated: June 11, 2026

CERTIFIED AS A TRUE AND CORRECT COPY:

_____
Minh Pham, Clerk of the Board

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: June 1, 2026

Subject: **Approval of contract with Santa Clara County Office of Education to provide Technology Services**

Support Information: Santa Clara County office of Education will provide Alum Rock Union School District technology services that include: QSS services and support, Document Archiving, and Network Services.

Fiscal Impact: Yes

Budget Source: General Fund

Recommended Action: Staff recommends that the Board of Trustees approve the contract with Santa Clara County Office of Education to provide technology services in the amount of $212,898.16.

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: June 11, 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: _____

June 11th

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 10547

Business Services Department (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 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: 408) 453-6511 Email: DTOSTON@SCCOE.ORG

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.)

Santa Clara County office of Education will provide Alum Rock Union School District technology services that include: QSS services and support, Document Archiving, and Network Services.

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.

____ b. **Other:** $212,898.16 - QSS Services $190,398.16;

Describe other related costs: Infrastructure Support Services $16,500.00; Dark Fiber $6,000.00

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5846	00	0000	7700	000000	460	7900	$212,898.16	M.N 6/1/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: 6/2/26

Asst. Supt., of Business Services: _____ Date: 6/30/26

Superintendent: _____ Date: _____

Docusign Envelope ID: 56A44969-8794-8579-8290-8F54054F7230

Santa Clara County Office of Education

Santa Clara County Office of Education
Technology & Data Services Division
1290 Ridder Park Drive, MC 253
San Jose, CA 95131-2304

May 8, 2026

Dear Teresa,

Please find enclosed your district's Memorandum of Understanding (MOU) for annual technical services from the Santa Clara County Office of Education (SCCOE) for fiscal year 2026-2027. This MOU represents the base service level agreement (SLA) for all technology services and support offered or available for deployment to your district.

A list of the services we offer is included below. Your district may only be using a subset of these services which are detailed in the attached MOU:

- **Infrastructure Support Services** - Personnel and administrative support that monitors, maintains, and manages internet connectivity, DNS services, and all other infrastructure related to internet service to our educational partners.
- **Dark Fiber Services** - Scalable dark fiber service, to include both circuits and equipment, to support growing bandwidth needs of school instructional programs.
- **Virtual Firewall Services** - Hosted Palo Alto Networks "next gen" virtual firewall, which includes: Advanced Threat Protection, Advanced Wildfire, Advanced DNS Security, Advanced SD-WAN, and Advanced URL Filtering which can be enabled or disabled per district choice.
- **Colocation Services & Hosting Services** - Optional equipment co-location and virtualized server, web, or database hosting services.
- **QSS Financial/HR Services** - Access to the QSS software for financials, purchasing, payroll, and employee self-service, as well as payroll and commercial warrant processing.
- **LaserFiche** – Electronic document archiving license and service.

On behalf of the Technology & Data Services Division, we value the great partnership we have formed with our district customers. As a premier service organization, we hope that not only are the services we provide cost-effective but provide value in supporting and enabling achievement for your district's educational programs.

Sincerely,

DocuSigned by:
David Wu
David Wu
Head of Technology

Docusign Envelope ID: 56A44969-8794-8579-8290-8F54054F7230

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 (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Union School District (the "Agency"). SCCOE and the Agency can each be referred to 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 Technical Services offering provided by SCCOE Technology and Data Services Division (TDSD) to include:

   1. QSS Services

      a. Provide access for authorized district employees to the QSS Enterprise Resource Planning (ERP) system 7:00 AM to 9:00 PM Monday through Sunday. Planned outages may be required.

      b. Provide system monitoring and support Monday through Friday, 7:00 AM to 5:00 PM, except SCCOE designated holidays.

      c. Provide facilitation with QSS for system and software error reporting.

      d. Provide project management for mandated and requested enhancements.

      e. Provide payroll and commercial warrant processing based on a schedule determined by Technology & Data Services Division (TDSD) and District Business and Advisory Services (DBAS). Districts must submit an error-free (no system-reported errors on the prelist) payroll or AP batch to TDSD. Any submission with errors will be set aside until the errors can be cleared.

      f. Provide secure web access to Employee Self Service or comparable product for active employees who receive or have received payroll warrants through QSS payroll hosted with TDSD.

      g. Provide W2, 1099, PERS/STRS, bank transaction processing and electronic file transmittal to pre-authorized entities.

      h. Provide back up and disaster recovery services for QSS-hosted data.

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i. Provide a secure network connection to access the QSS system and follow all standard industry security practices and procedures to ensure protection of the District's data at all times.

j. Provide end user technical support and system management for standard QSS functionality in the current released version of QSS. Services include system configuration at the county and district level, release management, and system and user security management.

k. Provide scheduled and recorded training and digital documentation distributed through the web and the QSS Control Center.

l. Provide web portal for service request submission and access to bulletins and online announcements.

m. Provide Help Desk support for mission critical QSS applications Monday through Friday, 7:00 AM to 5:00 PM, except for SCCOE designated holidays.

n. Provide historical access to the document management repository, for key payroll documents and Accounts Payable. Provide access to payroll and accounts payable production reports through QSS district print manager for up to 30 days after the processing date.

o. Additional for-fee services based on resource availability:

    i. Data manipulation, data mass correction due to user error, customized queries, scripting, and data transfer

    ii. Design work: $166.50/hour

    iii. Data transfer: $200 per transfer

    iv. Customized on-site training: $166.50 per hour at site and planning

    v. One-on-One training: $166.50/hour
    (Typical Example: 2 hours on site = $333.00)

    vi. Unscheduled customized Payroll or Accounts Payable runs starting at $1500 per run

    vii. Significant Error Remediation – fee based

        1. Customers may be responsible for charges and fees incurred for remediation of improper use of the system for known documented system limitations. In these cases, customers make several entries to

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the system outside of normal operations to create the situation. Common examples:

2. Forcing payroll warrant over $99,999. This is a known system limitation that appears on pre-payroll error reports; however, it does not prevent customers from submitting the payroll with errors. If payroll is run in this condition, it causes out of balance problems at the district and county level. Correcting the payroll requires significant work internally at SCCOE and an average of $5,000 in consulting and programming from Harris School Solutions that the district will be required to reimburse.

2. Document Archiving Service

   Digital Archiving services can be provided by SCCOE using the LaserFiche application. Costs of services are independently quoted, and include the licensing, helpdesk support, storage allocation, and training.

3. Network Services

   a. Provide network connectivity and technical support for Internet access and wide area network connection between the user district and the SCCOE.

   b. Provide Domain Name Services (DNS), primary and/or secondary. DNS updates are provided upon request.

   c. Provide network monitoring and alerting on a best-effort basis for availability and performance using tools such as MRTG and PRTG.

   d. Provide Help Desk support for network issues related to Internet access or the wide-area network connection between the district and SCCOE between the hours of 7:00 am to 5:00 pm on regular workdays (Monday through Friday), except for SCCOE designated holidays.

   e. OPTIONAL: Provide content filtering using SCCOE's Palo Alto Networks Firewall. Configuration assistance available as requested. Access provided to district staff for administration.

   f. OPTIONAL: Provide hosted firewall services through a virtual system on SCCOE's Palo Alto Networks Dual PA-5450 firewall configured with High Availability. Migration services from other firewalls are available upon request. Configuration assistance available as requested. Access provided to district staff for administration.

   g. OPTIONAL: Colocation of district servers, storage, and networking equipment. Regular access between the hours of 8:00 AM to 5:00 PM, Monday through Friday. Other hours as scheduled with Network Services.

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h. OPTIONAL: Virtual Server Hosting on VMware or Hyper-V infrastructure. SCCOE systems administration staff will work with the district to configure virtual systems and allocate resources as determined by customer requirements and availability of hardware. Remote access 24x7 is available to manage virtual servers.

i. OPTIONAL: Virtual Server Disaster Recovery Services. Using Zerto software, a district's mission-critical server can be replicated to an instance residing at SCCOE with a lag as little as six seconds from real-time.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

The county superintendent relies on the district's business office and the district's auditors to ensure that the internal controls for vendor payments are adequate and that the district is processing the vendor payments in accordance with applicable laws, regulations and district policy.

Participant district accepts responsibility to provide appropriate and adequate hardware resources and connectivity to enable access to SCCOE QSS.

Participant district accepts responsibility for maintaining and enforcing appropriate security practices within the purview of the district.

Participant district accepts responsibility to ensure the integrity and the accuracy of the data that is input to the system.

Participant district accepts responsibility for the installation, configuration, and troubleshooting of any software for the use of SCCOE QSS services on end-user computers within its own network.

3.2. The SCCOE Responsibilities:

SCCOE accepts responsibility to provide appropriate and adequate hardware resources to support access to Data Center resources.

SCCOE will enforce appropriate security practices in the protection of Agency data assets.

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Santa Clara County Office of Education

SCCOE will provide proactive notification for any planned disruptions to services provided.

4. **Duration of Agreement**

This Agreement begins on July 1, 2026 and ends on June 30, 2027

5. **Articulation of Monies/Compensation**

The annual cost to provide services as outlined in the Overview of Services are as follows:

QSS Services	$190,398.16
LaserFiche Electronic Archiving	$0.00
Infrastructure Support Services	$16,500.00
Dark Fiber (Connection + Equipment)	$6,000.00
Firewall Services	$0.00
Colocation	$0.00
Hosting	$0.00
Other	$0.00
TOTAL	$212,898.16

The district agrees by executing this agreement that the SCCOE is authorized to post a journal entry on or before August 31, 2026, executing payment of the agreed upon charges using the thirty-five-digit account specified below by the district. The district further agrees that it will use the appropriate coding as defined in the California School Accounting Manual (CSAM).

Agency Account String: _____

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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

☒ No

7. **Termination**

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 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 the 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 the Agency 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 hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency 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 the 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.

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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 entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the 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.

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Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Dr. David M. Toston, Sr.

Title: County Superintendent of Schools

Date: _____

Address: 1290 Ridder Park Drive
San Jose, CA 95131-2304

Phone: (408) 453-6511

Email: dtoston@sccoe.org

Alum Rock Union School District:

By: _____
Signature of Authorized Agency Official

Name: Teresa Decelles

Title: Assistant Superintendent, Business Svcs

Date: _____

Address: _____

Phone: _____

Email: teresa.decelles@arusd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

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: May 12, 2026

Subject: **Rising Star SpEd Academy**

Support Information: Rising Star Academy is a certified, specialized nonpublic school (NPS) that provides individualized instruction & behavior support services to autistic or server behaviorally disordered students. Due to the severity of their disability, an NPS placement is required

Fiscal Impact: Yes

Budget Source: Special Education

Recommended Action: Staff recommends that the Board of Trustees approve the contract with Rising Star Academy for the 26-27 school year in the amount of $302,871.80

Recommend Approval

Submitted by: Anthony Colonna Title: Director

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees: Meeting: June 11, 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: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 301448

_____ (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: Rising Star SpEd Academy

Address: 1551 McCarthy Blvd. #204 City: Milpitas State: CA Zip: 95035

Phone: (510) 850 6001 Email: _____

SSN: _____ Fed I.D. #: 88-0894059

CONTRACT TERM: start dates July1, 2026 end date June 30, 2027

CONTRACTOR'S OBLIGATION:

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

Rising Star Academy is a certified, specialized nonpublic school that provides individualized instruction& behavior support services to autistic or severe behaviorally disordered students. Due to the severity if their disability, a NPS placement is required.

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)

X a. **Fee Rate:** $ 327.80 per day Not to Exceed 210 days of services.

X b. **Other:** $ 234,033.80 + 68,838 = 302,871.80

Describe other related costs: Speech, 1:1 aide, OT, & lunches

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
080	6500	0	5100	00	5750	1180	000000	380	1820	302,871.80	5/13/26
											5/13/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5/12/26

Director of Fiscal Services: _____ Date: 5/13/26

Asst. Supt., of Business Services: _____ Date: 5/13/26

Superintendent: _____ Date: _____

Bay Area Campus Rates

Services	Increased Rate (3%)
Daily Rates	337.63 Daily
Speech and Language Therapy Services	$155.12 Individual/Consult $138.23 Group
Occupational Therapy Services	$155.12 Individual/Consult $138.23 Group
Assistive Technology (AAC & AT) Services:	$182.52 Hourly
Intensive Individual Service (Behavioral Aide/Transport Aide)	$71.07 hourly
Intensive Individual Service (Program Manager)	$110.21 Hourly
Behavior Intervention Service (BCBA)	$183.34 Hourly (Consult/Individual/Group)
Counseling and Guidance	$133.9 Hourly (Group)
Individual Counseling	$199.82 Hourly (Individual)
Parent Counseling and Training	$165.83 Hourly
Health and Nursing Services	$148.84 Hourly (Consult/Individual/Group)
One time enrollment and materials Fee for new students	$850.00
Meals (Breakfast and Lunch	$17 Daily

Assessment Rates	26/27 Rates
Psych	$3,605.00
Psych IEP Attendance	$515.00
Academic	$1,545.00
SLP	$2,266.00
FBA	$3,090.00
OT	$2,266.00
Hearing and Vision	$258.00
AAC	$3,296.00
AT	$3,296.00

RISING STAR
SPED ACADEMY

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: June 2, 2026

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

- **May 23, 2026, Special Board Meeting**
- **May 23, 2026, Special Board Meeting**
- **May 28, 2026, Regular Board Meeting**
- **June 2, 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:

13.1

Agenda Placement

Meeting: June 11, 2026
Regular Board Meeting

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 Saturday, May 23, 2026, at 8:00 a.m. at the Alum Rock Union School Board Members and Superintendent participated at 2851 Gay Avenue San Jose, CA 95127
Meeting #35-25/26

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 8:00 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.

Vice President Andrés Quintero said there was a quorum.

Vice President Andrés Quintero said there were no items to report out.

4. Adjournment

4.1 President Adjourns the Meeting

Vice President Andrés Quintero adjourned the meeting at 3:42 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 Saturday, May 23, 2026, at 2:00 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2851 Gay Avenue San Jose, CA 95127
Meeting #36-25/26

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 2:17 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President), Minh Pham (Clerk), Corina Herrera-Loera (Member), and Minh Nguyen (Member)

Administrative and Support Staff Members present were Sandra Garcia (Interim Superintendent) *Absent*, 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. Superintendent/Board Business

2. 1 Approve a contract with Constangy, Brooks, Smith & Prophete, LLP to provide and conduct independent investigations of personnel and student complaints, including but not limited to Title IX investigations.

MOTION #01-35 by Vice President Andrés Quintero to approve Action Item 7.1 as presented. MOTION #01-35 was seconded by Member Corina Herrera-Loera.

2. Superintendent/Board Business

MOTION #01-35 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

3. Adjournment

3.1 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 2:18 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 28, 2026, 7:00 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/Pledge of Allegiance

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

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

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

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

President Linda Chavez said items 5.1, 5.2, 5.3, 5.4, and 8.2 would be moved up on the agenda.

5. Special Presentation/Recognition

5.1 Special Recognition -ARUESD 2026 Retirees

Assistant Superintendent Torrico gave a presentation regarding the Recognition of the 2026 Retirees.

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

Marisa Pena, Assistant Principal, and Dan Fuentes from Evergreen College gave a presentation regarding Dual Enrollment for the 2026/2027 school year.

5.2 Special Presentation – Transitional Kindergarten/Kindergarten Instructional Minutes Committee Report

Assistant Superintendent Torrcio and AREA President Sandra Rivera gave a presentation regarding the Transitional Kindergarten/Kindergarten Instructional Minutes Committee Report.

5.4 Teacher of the Year Staff wishes to recognize the 2026 Teacher of the Year

Interim Assistant Superintendent Burns presented an award to the 2026 Teacher of the Year.

8. Superintendent/Board Business

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

MOTION #01-31 by Member Corina Herrera-Loera to approve Action Item 8.2 as presented. MOTION #01-31 was seconded by Clerk Minh Pham.

Public Comment:
Jessica Paredes, Victor Vasquez, Saul Ramos, Andrea Flores Shelton, Javier Alfaro, Alondra & Jasper, Yartize, Isabella, Juan Carlos, Ashely Guerrero, Veronica Amador, Tim Spackeck, Breaza Moreno, Citlai Martinez, Olivia Navarro, Natro Ortic and Jose Diaz.

MOTION #01-31 carried* with a *vote of 4 in favor; one opposition (President Linda Chavez); no absent; and no abstention.

7. Public Hearing

7.1 PUBLIC HEARING. Developer Fee Update

President Linda Chavez opened the public hearing at 8:30pm

President Linda Chavez closed the public hearing at 8:42pm

9. Business

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

MOTION #02-31 by Clerk Minh Pham to approve Action Item 9.1 as presented. MOTION #02-31 was seconded by Member Corina Herrera-Loera.

MOTION #02-31 carried* with a *vote of 4 in favor; one opposition (President Linda Chavez); no absent; and no abstention.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:
Robert Hernandez and Delia Oseguera

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:

Item 3.3: Motion made by Member Corina Herrera-Loera, seconded by Clerk Minh Pham, the Board, by a unanimous vote, rejected the Tort Claim Claimant OSM#25-26-009 instructed the Superintendent or designee to send Notice to the claimant.

4. RECONVENE TO OPEN SESSION *(continued)*

Item 3.10: Interim Superintendent of Human Resources, Motion made by Vice President Andrés Quintero, seconded by Clerk Minh Pham, by a vote of 3/2 Trustees Herrera-Loera and Nguyen descending the Board approved Cari Vaeth as the Interim Superintendent of Human Resources, effective date of June 8, 2026.

No further items to report.

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 Approve Superintendent Contract.

8.3 Board Policy 7150 Site Selection And Development: First Reading.

8.4 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.

MOTION #03-31 by Vice President Andrés Quintero to approve Action Item 8.4 as presented. MOTION #03-31 was seconded by Clerk Minh Pham.

MOTION #03-31 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9. Business

9.2 Board Policy 3100 Budget

9.3 Board Policy 7110 Facilities Master Plan

10. Instructional Services

10.1 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

10. Instructional Services *(continued)*

MOTION #04-31 by Vice President Andrés Quintero to approve Action Item 10.1 as presented. MOTION #04-31 was seconded by Clerk Minh Pham.

MOTION #04-31 carried* with a *vote of 3 in favor; two opposition (Member Corina Herrera-Loera and Member Minh Nguyen); no absent; and no abstention.

11. Human Resources

11.1 Resignations

Information Only

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

MOTION #05-31 by Vice President Andrés Quintero to approve Action Item 11.2 as presented. MOTION #05-31 was seconded by Clerk Minh Pham.

MOTION #05-31 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #06-31 by Vice President Andrés Quintero to approve Action Item 11.3 as presented. MOTION #06-31 was seconded by Clerk Minh Pham.

MOTION #06-31 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12. Contracts Over $100,000

12.1 Approve Amergis Healthcare Staffing Contract for the 2026/2027 SY.

MOTION #07-31 by Vice President Andrés Quintero to approve Action Item 12.1 as presented. MOTION #07-31 was seconded by Member Corina Herrera-Loera.

MOTION #07-31 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12.2 Approve Amergis Healthcare Staffing Contract for the 2026/2027 SY.

MOTION #08-31 by Vice President Andrés Quintero to approve Action Item 12.2 as presented. MOTION #08-31 was seconded by Clerk Minh Pham.

MOTION #08-31 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12. Contracts Over $100,000

12.3 Approve Devine Interventions Service Contract for the 2026/2027 SY.

MOTION #09-31 by Vice President Andrés Quintero to approve Action Item 12.3 as presented. MOTION #09-31 was seconded by Clerk Minh Pham.

MOTION #09-31 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12.4 Approve RO Health for the 2026/2027 SY.

MOTION #10-31 by Vice President Andrés Quintero to approve Action Item 12.4 as presented. MOTION #10-31 was seconded by Member Corina Herrera-Loera.

MOTION #10-31 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

12.5 Approve Think Together Contract for the 2026/2027 SY.

MOTION #11-31 by Vice President Andrés Quintero to approve Action Item 12.5 as presented. MOTION #11-31 was seconded by Member Corina Herrera-Loera.

MOTION #11-31 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

13. CONSENT CALENDAR

Vice President Andrés Quintero asked that item 13.9 be pulled.

There was a consensus from the Board to combine and take action on ***Agenda Items 13. 1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.10, and 13.11.***

MOTION #12-31 by Vice President Andrés Quintero to approve Agenda Item 13. 1, 13.2, 13.3, 13.4, 13.5, 13.6, and 13.7 as presented. MOTION #12-31 was seconded by Member Corina Herrera-Loera.

MOTION #12-31 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

13.9 Approve Memorandum(s) of Understanding

Vice President Andrés Quintero recused himself.

13. CONSENT CALENDAR *(continued)*

MOTION #13-31 by Member Corina Herrera-Loera to approve Action Item 13.9 as presented. MOTION #13-31 was seconded by Clerk Minh Pham.

MOTION #13-31 carried* with a *vote of 4 in favor; no opposition; one absent (Vice President Andrés Quintero); and no abstention.

14. Future Board Agenda Requests

14. Future Board Agenda Requests

15. ADJOURNMENT

15.1 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 10:49 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 Tuesday, June 2, 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 #37-25/26

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 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)

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), 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.

Counsel Rogelio Ruiz read a statement regarding the reason why Member Minh Nguyen was participating in the meeting via Zoom.

2. Superintendent/Board Business

2. 1 Approve Resolution No. 91-25/26, Order Of Election, Specification Of the Election Order And Consolidation Request – Calling A Regular Election To be Held On Tuesday, November 3, 2026, And Requesting Consolidation And Performance Of Services From the County Of Santa Clara Registrar of Voters.

2. Superintendent/Board Business

MOTION #01-37 by Vice President Andrés Quintero to approve Action Item 2.1 as presented. MOTION #01-37 was seconded by Clerk Minh Pham.

Roll Call Vote # 01-37:
Ayes: President Linda Chavez, Clerk Minh Pham, Member Corina Herrera-Loera, Member Minh Nguyen, and Vice President Andrés Quintero; Motion Carries.

3. Closed Session

Public Comment:
Maria Martinez

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 nothing to report from closed session.

5. Adjournment

5.1 President Adjourns the Meeting

President Linda Chavez adjourned the meeting at 7:58 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 29, 2026

Subject: **Approval of Fundraising Activities**

Support Information: The District has received fundraising requests as summarized on the attached sheet dated June 11, 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: June 11, 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: _____

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Aptitud Academy	Yearbook Sales	ASB	06/15/2026
Linda Vista Elementary	Book Fair	ASB	04/27/2026 - 05/01/2026

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Aptitud Academy Date: May 18, 2026

Description of Event: Type Yearbook Sales Vendor Entourage Yearbooks / 022324

Purpose for Event: Provide a school yearbook for students, positive school culture.

If selling food what are the items: none Brand and package size: n\a

n\a

Explain how food is handled/stored prior to or day of event: n\a

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

Proposed Date(s) of Event: 06/15/2026 Time of Event: All Day

Contact Person: Daisy Madrigal

Location of Proposed Activity: Aptitud Academy

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: _____ 5/18/26
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: 5/28/26

- 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: Linda Vista Date: 5/7/2026

Description of Event: Type Book Fair Vendor Scholastic

Purpose for Event: Promote reading and learning and community engagement.

If selling food what are the items: n/a Brand and package size: n/a

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

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

Proposed Date(s) of Event: 4/27/2026-5/1/2026 Time of Event: 8 :50am-4:00pm

Contact Person: Jessica Chaffin

Location of Proposed Activity: Linda Vista room 18 (Community Room)

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: _____ Signature 5/13/26 Date

Reviewed by Business Services: _____ Date: 5/28/26

- 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 _____

13.3

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: June 1, 2026

Subject: **Vendor & Payroll Warrants**

Support Information: Summary of Vendor and Payroll Warrants issued during May month of Fiscal Year 2025/2026.

Total of vendor warrants	$	7,817,074.42
Total of payroll warrants	$	4,789,034.18
Total	**$**	**12,606,108.60**

Fiscal Impact: Yes

Budget Source: All Funds

Recommended Action: Staff recommends that the Board of Trustees approve the Vendor and Payroll Warrants for the month of May 2026.

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: June 11, 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: _____

May 2026

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$4,327,495.35
120	Child Development Fund	$523,111.46
130	Cafeteria Fund	$330,020.54
140	Deferred Maintenance Fund	$91,883.12
210	Building Fund	$560,490.59
250	Capital Facilities Fund	$165,170.54
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,749,856.72
	Subtotal	**$7,748,028.32**
088	Student Body Fund	$69,046.10
	Total Vendor Warrants	**$7,817,074.42**

	PAYROLL WARRANTS	
	10th of the month	$549,142.79
	EOM Payroll	$4,236,651.49
	AREA EOM	$0.00
	Manual Checks	$3,239.90
	Void Checks	$0.00
	Total Payroll Warrants	**$4,789,034.18**
	Grand Total All Warrants	**$12,606,108.60**

	From		To
AP Warrants used #	4034473	-	4035094
Payroll Direct Deposit Pay Stub used #	4806904	-	4808326
Payroll Checks used #	4408982	-	4409051

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
4IMPRINT INC.	5/8/2026	4034597	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 2,804.37
		4034597	MATERIALS AND SUPPLIES	010	600-HUMAN RESOURCES	$ 2,804.37
		4034597	MATERIALS AND SUPPLIES	060	080-HUBBARD	$ 6,495.05
		4034597	MATERIALS AND SUPPLIES	060	340-STUDENT SERVICES	$ 1,084.32
	5/22/2026	4034914	MATERIALS AND SUPPLIES	010	120-APTITUD	$ 3,083.09
		4034914	MATERIALS AND SUPPLIES	010	285-ADELANTE II	$ 3,571.90
	5/29/2026	4035078	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 3,771.06
4IMPRINT INC. Total						**$ 23,614.16**
A & H PIZZA COPORATION	5/8/2026	4034693	CATERING	010	340-STUDENT SERVICES	$ 264.54
	5/22/2026	4034915	CATERING	010	340-STUDENT SERVICES	$ 350.54
A & H PIZZA COPORATION Total						**$ 615.08**
ACE EMPOWER ACADEMY	5/8/2026	4034732	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 57,350.00
ACE EMPOWER ACADEMY Total						**$ 57,350.00**
ACHIEVE KIDS	5/15/2026	4034793	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 9,447.50
	5/22/2026	4034880	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 9,270.50
ACHIEVE KIDS Total						**$ 18,718.00**
ACME PACIFIC REPAIRS INC.	5/1/2026	4034511	REPAIR OF EQUIPMENT	130	480-CHILD NUTRITION SERVICES	$ 6,622.17
ACME PACIFIC REPAIRS INC. Total						**$ 6,622.17**
ACTION ROAD SOLUTIONS LLC	5/29/2026	4035011	CONTRACTED SERVICES	010	470-TRANSPORTATION SERVICES	$ 301.88
ACTION ROAD SOLUTIONS LLC Total						**$ 301.88**
AIRGAS, INC.	5/8/2026	4034694	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 377.66
AIRGAS, INC. Total						**$ 377.66**
ALBERT I. SALCIDO	5/8/2026	4034599	MATERIALS AND SUPPLIES	010	280-ADELANTE	$ 3,866.41
ALBERT I. SALCIDO Total						**$ 3,866.41**
ALEJANDRA GUADALUPE	5/22/2026	4034916	MATERIALS AND SUPPLIES	210	451-BONDS DEPARTMENT	$ 38.49
ALEJANDRA GUADALUPE Total						**$ 38.49**
ALEJANDRA GUADALUPE BASULTO	5/14/2026	4034761	MILEAGE	210	451-BONDS DEPARTMENT	$ 39.15
	5/15/2026	4034868	MILEAGE	210	451-BONDS DEPARTMENT	$ 39.15
ALEJANDRA GUADALUPE BASULTO Total						**$ 78.30**
ALIA	5/15/2026	4034794	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 5,875.00
ALIA Total						**$ 5,875.00**
ALISA BAKER	5/8/2026	4034642	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 53,900.00
ALISA BAKER Total						**$ 53,900.00**
ALLIED REFRIGERATION INC.	5/1/2026	4034512	MATERIALS AND SUPPLIES	140	450-FACILITIES/PLANNING	$ 5,481.28
	5/29/2026	4035012	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,270.78
ALLIED REFRIGERATION INC. Total						**$ 6,752.06**
ALLISON ROSE ANDERSON	5/8/2026	4034643	MILEAGE	080	380-SPECIAL EDUCATION	$ 162.18
ALLISON ROSE ANDERSON Total						**$ 162.18**
ALMAZAN, EPSOM	5/29/2026	4035087	OUTDR ED-FLD TRIP-ADMISSI	088	100-RYAN	$ 410.50
ALMAZAN, EPSOM Total						**$ 410.50**
ALPHA JOSE HERNANDEZ (ALPHA	5/8/2026	4034733	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 105,508.00
ALPHA JOSE HERNANDEZ (ALPHA Total						**$ 105,508.00**
ALPHA PUBLIC SCHOOLS INC.	5/8/2026	4034734	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 133,950.00

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
ALPHA PUBLIC SCHOOLS INC. Total						$ 133,950.00
ALUM ROCK #305	5/14/2026	4034748	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 390.00
ALUM ROCK #305 Total						$ 390.00
ALUM ROCK ADMINISTRATORS ASSOC	5/14/2026	4034749	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 460.00
ALUM ROCK ADMINISTRATORS ASSOC Total						$ 460.00
AMAZON.COM LLC	5/8/2026	4034600	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 145.64
		4034600	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 23.00
		4034600	MATERIALS AND SUPPLIES	060	340-STUDENT SERVICES	$ 2,075.45
		4034600	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 3,310.38
		4034644	MATERIALS AND SUPPLIES	010	400-SUPPORT SERVICES	$ 24.02
		4034644	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 3,859.10
		4034644	MATERIALS AND SUPPLIES	060	061-SEL - Social Emotional Learning	$ 23.55
		4034644	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 797.36
		4034644	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 1,614.95
		4034695	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$ 48.85
		4034695	MATERIALS AND SUPPLIES	060	340-STUDENT SERVICES	$ 442.53
	5/1/2026	4034473	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 57.17
		4034473	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 472.49
		4034513	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 292.41
		4034513	MATERIALS AND SUPPLIES	060	260-OCALA	$ 480.14
		4034513	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 15.28
		4034513	TEACHER SUPPLIES	010	061-SEL - Social Emotional Learning	$ 46.11
		4034546	DUES AND MEMBERSHIPS	010	431-PURCHASING	$ 852.03
		4034546	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 30.20
		4034546	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 158.39
		4034546	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 394.48
		4034546	MATERIALS AND SUPPLIES	060	340-STUDENT SERVICES	$ 380.91
		4034546	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 824.73
		4034579	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 1,320.00
	5/15/2026	4034795	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 314.93
		4034795	MATERIALS AND SUPPLIES	060	260-OCALA	$ 597.36
		4034795	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 53.58
		4034795	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 448.75
		4034795	CATERING	010	600-HUMAN RESOURCES	$ 219.32
		4034837	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 163.16
	5/22/2026	4034881	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 208.11
		4034881	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 2,119.92
		4034881	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 139.47
		4034881	MATERIALS AND SUPPLIES	060	340-STUDENT SERVICES	$ 442.30
		4034917	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 323.36
		4034917	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 272.58
		4034917	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 25.07
		4034917	MATERIALS AND SUPPLIES	060	080-HUBBARD	$ 1,551.32

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
AMAZON.COM LLC		4034917	MATERIALS AND SUPPLIES	060	260-OCALA	$ (19.55)
		4034917	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 1,747.67
	5/29/2026	4035013	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 215.47
		4035013	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 237.19
		4035013	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 28.07
		4035013	MATERIALS AND SUPPLIES	210	451-BONDS DEPARTMENT	$ 118.63
		4035013	CATERING	010	600-HUMAN RESOURCES	$ 29.99
		4035079	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 204.46
AMAZON.COM LLC Total						$ 27,130.33
AMC EASTRIDGE 15	5/21/2026	4034878	OUTDR ED-FLD TRIP-ADMISSI	088	285-ADELANTE II	$ 5,173.65
AMC EASTRIDGE 15 Total						$ 5,173.65
AMERGIS HEALTHCARE STAFFING	5/8/2026	4034601	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 11,230.05
		4034645	CONTRACTED SERVICES	010	380-SPECIAL EDUCATION	$ 14,764.10
		4034696	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 318,912.00
	5/1/2026	4034474	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 9,880.00
		4034547	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 1,520.35
	5/22/2026	4034882	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 12,009.40
		4034918	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 11,764.35
		4034980	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 984.10
	5/29/2026	4035014	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 6,890.00
AMERGIS HEALTHCARE STAFFING Total						$ 387,954.35
AMERICAN BAND SUPPLY, LLC	5/8/2026	4034602	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 1,891.42
	5/22/2026	4034919	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 2,593.35
AMERICAN BAND SUPPLY, LLC Total						$ 4,484.77
AMERICAN FIDELITY ASSURANCE	5/14/2026	4034750	MEDICAL INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 10,275.00
		4034750	VOLUNTARY DEDUCTIONS	010	000-DISTRICTWIDE - UNALLOCATE	$ 2,833.34
AMERICAN FIDELITY ASSURANCE Total						$ 13,108.34
AMERICAN FIDELITY ASSURANCE CO	5/14/2026	4034751	OTHER INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 39,261.54
AMERICAN FIDELITY ASSURANCE CO Total						$ 39,261.54
ANDRE BOUDIN BAKERIES	5/22/2026	4034920	CATERING	010	240-SAN ANTONIO	$ 622.35
		4034920	CATERING	010	270-LUCHA	$ 414.90
ANDRE BOUDIN BAKERIES Total						$ 1,037.25
ANTIPASTOS	5/15/2026	4034766	CATERING	010	260-OCALA	$ 606.30
	5/22/2026	4034921	CATERING	010	030-LYNDALE	$ 459.64
	5/29/2026	4035015	CATERING	010	260-OCALA	$ 507.09
ANTIPASTOS Total						$ 1,573.03
APPLE INC.	5/1/2026	4034580	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 32,277.66
APPLE INC. Total						$ 32,277.66
ASJ INC	5/8/2026	4034646	RENTAL & LEASES-OTHR CONT	088	285-ADELANTE II	$ 2,950.48
ASJ INC Total						$ 2,950.48
ASSOCIATION OF CALIFORNIA	5/14/2026	4034752	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 2,657.15
ASSOCIATION OF CALIFORNIA Total						$ 2,657.15
ASSOCIATION OF TWO-WAY & DUAL	5/29/2026	4035016	TRAVEL AND CONFERENCES	060	285-ADELANTE II	$ 1,225.00

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
ASSOCIATION OF TWO-WAY & DUAL Total						**$ 1,225.00**
AT&T	5/28/2026	4034995	TELEPHONE	010	450-FACILITIES/PLANNING	$ 4,425.57
AT&T Total						**$ 4,425.57**
AUDREY DIAZ	5/1/2026	4034475	TEACHER SUPPLIES	010	080-HUBBARD	$ 120.00
AUDREY DIAZ Total						**$ 120.00**
AXIOM COMMUNICATIONS SYSTEMS	5/15/2026	4034838	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 11,118.67
	5/22/2026	4034903	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 5,569.98
AXIOM COMMUNICATIONS SYSTEMS Total						**$ 16,688.65**
A-Z BUS SALES INC	5/8/2026	4034598	PARTS	010	470-TRANSPORTATION SERVICES	$ 132.04
A-Z BUS SALES INC Total						**$ 132.04**
BALLOONATICS INC.	5/8/2026	4034647	RENTAL & LEASES-OTHR CONT	088	160-PAINTER	$ 266.80
BALLOONATICS INC. Total						**$ 266.80**
BARNES AND NOBLE	5/29/2026	4035017	MATERIALS AND SUPPLIES	060	240-SAN ANTONIO	$ 830.70
BARNES AND NOBLE Total						**$ 830.70**
BAUDVILLE INC.	5/1/2026	4034514	MATERIALS AND SUPPLIES	010	240-SAN ANTONIO	$ 628.62
	5/29/2026	4035018	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 345.92
BAUDVILLE INC. Total						**$ 974.54**
BAY ALARM COMPANY	5/18/2026	4034870	SECURITY SERVICES	010	450-FACILITIES/PLANNING	$ 53,620.13
	5/29/2026	4035077	SECURITY SERVICES	010	450-FACILITIES/PLANNING	$ 46,244.31
		4035088	SECURITY SERVICES	010	450-FACILITIES/PLANNING	$ 361.81
BAY ALARM COMPANY Total						**$ 100,226.25**
BAY AREA FLOOR MACHINE	5/15/2026	4034820	REPAIR OF EQUIPMENT	010	450-FACILITIES/PLANNING	$ 923.88
BAY AREA FLOOR MACHINE Total						**$ 923.88**
BENJAMIN THOMAS DBA:	5/1/2026	4034548	CONTRACTED SERVICES	130	480-CHILD NUTRITION SERVICES	$ 2,814.00
	5/22/2026	4034883	CONTRACTED SERVICES	130	480-CHILD NUTRITION SERVICES	$ 2,394.00
BENJAMIN THOMAS DBA: Total						**$ 5,208.00**
BERPL INC	5/22/2026	4034922	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 1,526.58
BERPL INC Total						**$ 1,526.58**
BERTHA RAZO	5/15/2026	4034767	MATERIALS AND SUPPLIES	010	320-RUSSO	$ 39.57
		4034767	CATERING	060	320-RUSSO	$ 32.95
BERTHA RAZO Total						**$ 72.52**
BHANDAL SUBWAY INC.	5/22/2026	4034904	CATERING	010	340-STUDENT SERVICES	$ 2,235.00
BHANDAL SUBWAY INC. Total						**$ 2,235.00**
BJG NELSON HOLDINGS INC.	5/15/2026	4034796	EQUIPMENT	060	310-MUSIC	$ 38,383.87
BJG NELSON HOLDINGS INC. Total						**$ 38,383.87**
BLANCAS CONSTRUCTION INC.	5/22/2026	4034986	BUILDING & IMPROVEMENT OF	250	291-DUAL LANGUAGE ACADEMY	$ 164,227.50
BLANCAS CONSTRUCTION INC. Total						**$ 164,227.50**
BLICK ART MATERIALS LLC	5/8/2026	4034603	MATERIALS AND SUPPLIES	010	295-RENAISSANCE II	$ 1,156.53
	5/1/2026	4034476	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 269.05
	5/29/2026	4034999	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 1,562.56
		4035001	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 15,689.17
		4035080	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 254.41
BLICK ART MATERIALS LLC Total						**$ 18,931.72**

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
BOYS & GIRLS CLUB	5/8/2026	4034648	SUBAGREEMENTS FOR SERVICE	060	360-STATE & FEDERAL	$ 48,361.24
BOYS & GIRLS CLUB Total						**$ 48,361.24**
BRENDAN CARLIN	5/8/2026	4034649	ACCTS PAYABLE-USE TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ (3,058.38)
		4034649	LICENSING AGREEMENTS	010	460-TECHNOLOGY SERVICES	$ 750.00
		4034649	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 30,239.13
		4034649	SUPPLY-INVENTORY(NON-CAP	010	460-TECHNOLOGY SERVICES	$ 5,995.00
	5/1/2026	4034515	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 3,092.65
		4034515	MATERIALS AND SUPPLIES	010	260-OCALA	$ 1,553.15
		4034515	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 143.00
BRENDAN CARLIN Total						**$ 38,714.55**
BRIEANA WHITE	5/8/2026	4034650	MATERIALS AND SUPPLIES	088	170-SHEPPARD	$ 90.00
BRIEANA WHITE Total						**$ 90.00**
BRIGAID LLC	5/1/2026	4034549	CONTRACTED SERVICES	060	480-CHILD NUTRITION SERVICES	$ 14,583.33
	5/15/2026	4034797	CONTRACTED SERVICES	060	480-CHILD NUTRITION SERVICES	$ 14,583.33
BRIGAID LLC Total						**$ 29,166.66**
BSN SPORTS LLC	5/1/2026	4034477	MATERIALS AND SUPPLIES	088	170-SHEPPARD	$ 3,426.11
BSN SPORTS LLC Total						**$ 3,426.11**
CALIFORNIA ACADEMY OF SCIENCES	5/5/2026	4034589	OUTDR ED-FLD TRIP-ADMISSI	088	040-MCCOLLAM	$ 1,276.00
CALIFORNIA ACADEMY OF SCIENCES Total						**$ 1,276.00**
CALIFORNIA DEPARTMENT OF	5/1/2026	4034478	ADMINISTRATION COST	120	065-LCAP- EARLY LEARNING CTR	$ 16,361.00
CALIFORNIA DEPARTMENT OF Total						**$ 16,361.00**
CALIFORNIA GEOLOGICAL SURVEY	5/22/2026	4034987	INSPECTION	210	291-DUAL LANGUAGE ACADEMY	$ 4,800.00
		4034989	INSPECTION	210	295-RENAISSANCE II	$ 4,800.00
		4034990	INSPECTION	210	260-OCALA	$ 4,800.00
		4034991	INSPECTION	210	080-HUBBARD	$ 4,800.00
		4034992	INSPECTION	210	240-SAN ANTONIO	$ 4,800.00
CALIFORNIA GEOLOGICAL SURVEY Total						**$ 24,000.00**
CALIFORNIA SPORT DESIGN	5/1/2026	4034479	MATERIALS AND SUPPLIES	060	285-ADELANTE II	$ 589.53
CALIFORNIA SPORT DESIGN Total						**$ 589.53**
CANON FINANCIAL SERVICES INC.	5/8/2026	4034697	RENTAL & LEASES-OTHR CONT	010	020-LINDA VISTA	$ 449.90
		4034697	RENTAL & LEASES-OTHR CONT	010	080-HUBBARD	$ 170.50
		4034697	RENTAL & LEASES-OTHR CONT	010	100-RYAN	$ 199.11
		4034697	RENTAL & LEASES-OTHR CONT	010	160-PAINTER	$ 143.00
		4034697	RENTAL & LEASES-OTHR CONT	010	170-SHEPPARD	$ 255.20
		4034697	RENTAL & LEASES-OTHR CONT	010	260-OCALA	$ 324.50
		4034697	RENTAL & LEASES-OTHR CONT	010	295-RENAISSANCE II	$ 324.50
		4034697	RENTAL & LEASES-OTHR CONT	010	320-RUSSO	$ 164.62
		4034697	RENTAL & LEASES-OTHR CONT	010	400-SUPPORT SERVICES	$ 79.20
		4034697	RENTAL & LEASES-OTHR CONT	010	430-FISCAL SERVICES	$ 339.90
		4034697	RENTAL & LEASES-OTHR CONT	010	431-PURCHASING	$ 199.10
		4034697	RENTAL & LEASES-OTHR CONT	010	434-PRINT SHOP	$ 3,232.91
		4034697	RENTAL & LEASES-OTHR CONT	010	460-TECHNOLOGY SERVICES	$ 196.90
		4034697	RENTAL & LEASES-OTHR CONT	010	470-TRANSPORTATION SERVICES	$ 342.10

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
CANON FINANCIAL SERVICES INC.	**5/8/2026**	4034697	**RENTAL & LEASES-OTHR CONT**	010	710-SUPERINTENDENT	$ 199.10
		4034697	**RENTAL & LEASES-OTHR CONT**	060	040-MCCOLLAM	$ 250.80
		4034697	**RENTAL & LEASES-OTHR CONT**	060	100-RYAN	$ 250.80
		4034697	**RENTAL & LEASES-OTHR CONT**	060	170-SHEPPARD	$ 250.80
		4034697	**RENTAL & LEASES-OTHR CONT**	060	260-OCALA	$ 225.51
		4034697	**RENTAL & LEASES-OTHR CONT**	060	285-ADELANTE II	$ 250.81
		4034697	**RENTAL & LEASES-OTHR CONT**	060	295-RENAISSANCE II	$ 250.80
		4034697	**RENTAL & LEASES-OTHR CONT**	080	380-SPECIAL EDUCATION	$ 199.11
		4034735	**PREVENTIVE EQUIP MAINTENA**	010	430-FISCAL SERVICES	$ 53.91
		4034735	**RENTAL & LEASES-OTHR CONT**	010	030-LYNDALE	$ 107.80
		4034735	**RENTAL & LEASES-OTHR CONT**	010	040-MCCOLLAM	$ 107.80
		4034735	**RENTAL & LEASES-OTHR CONT**	010	061-SEL - Social Emotional Learning	$ 146.30
		4034735	**RENTAL & LEASES-OTHR CONT**	010	065-LCAP- EARLY LEARNING CTR	$ 107.80
		4034735	**RENTAL & LEASES-OTHR CONT**	010	080-HUBBARD	$ 107.80
		4034735	**RENTAL & LEASES-OTHR CONT**	010	100-RYAN	$ 140.80
		4034735	**RENTAL & LEASES-OTHR CONT**	010	120-APTITUD	$ 107.80
		4034735	**RENTAL & LEASES-OTHR CONT**	010	240-SAN ANTONIO	$ 44.88
		4034735	**RENTAL & LEASES-OTHR CONT**	010	270-LUCHA	$ 29.92
		4034735	**RENTAL & LEASES-OTHR CONT**	010	280-ADELANTE	$ 155.10
		4034735	**RENTAL & LEASES-OTHR CONT**	010	285-ADELANTE II	$ 71.50
		4034735	**RENTAL & LEASES-OTHR CONT**	010	320-RUSSO	$ 140.80
		4034735	**RENTAL & LEASES-OTHR CONT**	010	340-STUDENT SERVICES	$ 199.10
		4034735	**RENTAL & LEASES-OTHR CONT**	010	432-PAYROLL	$ 128.70
		4034735	**RENTAL & LEASES-OTHR CONT**	010	433-WAREHOUSE	$ 79.20
		4034735	**RENTAL & LEASES-OTHR CONT**	010	600-HUMAN RESOURCES	$ 346.50
		4034735	**RENTAL & LEASES-OTHR CONT**	060	020-LINDA VISTA	$ 192.50
		4034735	**RENTAL & LEASES-OTHR CONT**	060	030-LYNDALE	$ 140.80
		4034735	**RENTAL & LEASES-OTHR CONT**	060	080-HUBBARD	$ 140.81
		4034735	**RENTAL & LEASES-OTHR CONT**	060	120-APTITUD	$ 140.80
		4034735	**RENTAL & LEASES-OTHR CONT**	060	160-PAINTER	$ 250.80
		4034735	**RENTAL & LEASES-OTHR CONT**	060	240-SAN ANTONIO	$ 84.48
		4034735	**RENTAL & LEASES-OTHR CONT**	060	270-LUCHA	$ 56.32
		4034735	**RENTAL & LEASES-OTHR CONT**	060	280-ADELANTE	$ 227.70
		4034735	**RENTAL & LEASES-OTHR CONT**	060	320-RUSSO	$ 140.80
		4034735	**RENTAL & LEASES-OTHR CONT**	060	360-STATE & FEDERAL	$ 128.70
		4034735	**RENTAL & LEASES-OTHR CONT**	050	450-FACILITIES/PLANNING	$ 128.70
		4034735	**RENTAL & LEASES-OTHR CONT**	080	380-SPECIAL EDUCATION	$ 332.20
		4034735	**RENTAL & LEASES-OTHR CONT**	130	480-CHILD NUTRITION SERVICES	$ 327.80
		4034735	**RENTAL & LEASES-OTHR CONT**	210	450-FACILITIES/PLANNING	$ 128.70
	5/22/2026	4034923	**PREVENTIVE EQUIP MAINTENA**	010	430-FISCAL SERVICES	$ 53.91
		4034923	**RENTAL & LEASES-OTHR CONT**	010	030-LYNDALE	$ 107.80
		4034923	**RENTAL & LEASES-OTHR CONT**	010	061-SEL - Social Emotional Learning	$ 146.30
		4034923	**RENTAL & LEASES-OTHR CONT**	010	065-LCAP- EARLY LEARNING CTR	$ 107.80

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
CANON FINANCIAL SERVICES INC.	5/22/2026	4034923	RENTAL & LEASES-OTHR CONT	010	080-HUBBARD	$ 107.80
		4034923	RENTAL & LEASES-OTHR CONT	010	100-RYAN	$ 140.80
		4034923	RENTAL & LEASES-OTHR CONT	010	120-APTITUD	$ 107.80
		4034923	RENTAL & LEASES-OTHR CONT	010	240-SAN ANTONIO	$ 44.88
		4034923	RENTAL & LEASES-OTHR CONT	010	270-LUCHA	$ 29.92
		4034923	RENTAL & LEASES-OTHR CONT	010	280-ADELANTE	$ 155.10
		4034923	RENTAL & LEASES-OTHR CONT	010	285-ADELANTE II	$ 71.50
		4034923	RENTAL & LEASES-OTHR CONT	010	320-RUSSO	$ 140.80
		4034923	RENTAL & LEASES-OTHR CONT	010	340-STUDENT SERVICES	$ 199.10
		4034923	RENTAL & LEASES-OTHR CONT	010	432-PAYROLL	$ 128.70
		4034923	RENTAL & LEASES-OTHR CONT	010	433-WAREHOUSE	$ 79.20
		4034923	RENTAL & LEASES-OTHR CONT	010	600-HUMAN RESOURCES	$ 346.50
		4034923	RENTAL & LEASES-OTHR CONT	060	020-LINDA VISTA	$ 192.50
		4034923	RENTAL & LEASES-OTHR CONT	060	030-LYNDALE	$ 140.80
		4034923	RENTAL & LEASES-OTHR CONT	060	080-HUBBARD	$ 140.81
		4034923	RENTAL & LEASES-OTHR CONT	060	120-APTITUD	$ 140.80
		4034923	RENTAL & LEASES-OTHR CONT	060	160-PAINTER	$ 250.80
		4034923	RENTAL & LEASES-OTHR CONT	060	240-SAN ANTONIO	$ 84.48
		4034923	RENTAL & LEASES-OTHR CONT	060	270-LUCHA	$ 56.32
		4034923	RENTAL & LEASES-OTHR CONT	060	280-ADELANTE	$ 227.70
		4034923	RENTAL & LEASES-OTHR CONT	060	320-RUSSO	$ 140.80
		4034923	RENTAL & LEASES-OTHR CONT	060	360-STATE & FEDERAL	$ 128.70
		4034923	RENTAL & LEASES-OTHR CONT	050	450-FACILITIES/PLANNING	$ 128.70
		4034923	RENTAL & LEASES-OTHR CONT	080	380-SPECIAL EDUCATION	$ 332.20
		4034923	RENTAL & LEASES-OTHR CONT	130	480-CHILD NUTRITION SERVICES	$ 327.80
		4034923	RENTAL & LEASES-OTHR CONT	210	450-FACILITIES/PLANNING	$ 128.70
CANON FINANCIAL SERVICES INC. Total						**$ 17,185.01**
CARAHSOFT TECHNOLOGY CORP	5/22/2026	4034924	TELEPHONE	010	450-FACILITIES/PLANNING	$ 767.50
CARAHSOFT TECHNOLOGY CORP Total						**$ 767.50**
CARLOS C TRIPODI	5/15/2026	4034852	MILEAGE	010	360-STATE & FEDERAL	$ 56.55
CARLOS C TRIPODI Total						**$ 56.55**
CARLOS PINO	5/22/2026	4034925	CATERING	010	080-HUBBARD	$ 3,567.03
CARLOS PINO Total						**$ 3,567.03**
CAROLINA BIOLOGICAL SUPPLY	5/8/2026	4034651	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 1,088.27
	5/1/2026	4034550	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 27.53
CAROLINA BIOLOGICAL SUPPLY Total						**$ 1,115.80**
CARSON DELLOSA PUBLISHING LLC	5/1/2026	4034480	TEACHER SUPPLIES	010	020-LINDA VISTA	$ 140.77
CARSON DELLOSA PUBLISHING LLC Total						**$ 140.77**
CARY NASATIR	5/15/2026	4034798	EQUIPMENT	060	310-MUSIC	$ 62,646.89
CARY NASATIR Total						**$ 62,646.89**
CATERPILLAR FINANCIAL	5/1/2026	4034551	PARTS	010	470-TRANSPORTATION SERVICES	$ 2,428.18
CATERPILLAR FINANCIAL Total						**$ 2,428.18**
CBM HARDWARE LLC, ROGER D VAN	5/1/2026	4034516	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,480.76

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
CBM HARDWARE LLC, ROGER D VAN	5/15/2026	4034839	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 753.49
CBM HARDWARE LLC, ROGER D VAN Total						**$ 2,234.25**
CDW LLC	5/8/2026	4034604	MATERIALS AND SUPPLIES	060	120-APTITUD	$ 11,000.00
		4034652	MATERIALS AND SUPPLIES	060	260-OCALA	$ 738.38
	5/1/2026	4034481	MATERIALS AND SUPPLIES	010	030-LYNDALE	$ 328.43
		4034481	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 5,762.63
	5/22/2026	4034884	SUPPORT	010	460-TECHNOLOGY SERVICES	$ 9,734.76
CDW LLC Total						**$ 27,564.20**
CEDAR FAIR	5/29/2026	4035094	OUTDR ED-FLD TRIP-ADMISSI	088	260-OCALA	$ 6,800.00
CEDAR FAIR Total						**$ 6,800.00**
CENTRAL PRODUCTS LLC	5/1/2026	4034517	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 99.64
CENTRAL PRODUCTS LLC Total						**$ 99.64**
CESAR GONZALEZ DIAZ	5/22/2026	4034926	CONTRACTED SERVICES	060	280-ADELANTE	$ 1,960.00
CESAR GONZALEZ DIAZ Total						**$ 1,960.00**
CESAR TORRICO	5/22/2026	4034962	CATERING	010	600-HUMAN RESOURCES	$ 100.27
CESAR TORRICO Total						**$ 100.27**
CHRISTINA RAQUEDAN	5/8/2026	4034653	MILEAGE	080	380-SPECIAL EDUCATION	$ 209.83
CHRISTINA RAQUEDAN Total						**$ 209.83**
CINTAS CORPORATION	5/8/2026	4034654	CONTRACTED SERVICES	010	433-WAREHOUSE	$ 70.00
		4034654	CONTRACTED SERVICES	010	450-FACILITIES/PLANNING	$ 531.35
		4034654	CONTRACTED SERVICES	010	470-TRANSPORTATION SERVICES	$ 387.30
		4034654	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 32.88
		4034698	CONTRACTED SERVICES	010	433-WAREHOUSE	$ 35.00
		4034698	CONTRACTED SERVICES	010	450-FACILITIES/PLANNING	$ 283.12
		4034698	CONTRACTED SERVICES	010	470-TRANSPORTATION SERVICES	$ 190.45
		4034698	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 13.24
	5/22/2026	4034927	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 455.97
	5/29/2026	4035019	CONTRACTED SERVICES	010	433-WAREHOUSE	$ 70.00
		4035019	CONTRACTED SERVICES	010	450-FACILITIES/PLANNING	$ 524.98
		4035019	CONTRACTED SERVICES	010	470-TRANSPORTATION SERVICES	$ 380.90
		4035019	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 234.24
CINTAS CORPORATION Total						**$ 3,209.43**
CITY OF SAN JOSE	5/19/2026	4034871	OUTDR ED-FLD TRIP-ADMISSI	010	020-LINDA VISTA	$ 1,442.00
CITY OF SAN JOSE Total						**$ 1,442.00**
COLBI TECHNOLOGIES INC.	5/8/2026	4034605	LICENSING AGREEMENTS	210	451-BONDS DEPARTMENT	$ 2,185.00
COLBI TECHNOLOGIES INC. Total						**$ 2,185.00**
COLD CHAIN REFRIGERATION LLC	5/15/2026	4034799	REPAIR OF EQUIPMENT	130	480-CHILD NUTRITION SERVICES	$ 330.02
COLD CHAIN REFRIGERATION LLC Total						**$ 330.02**
COLORBOX GRAPHICS INC.	5/1/2026	4034518	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,004.15
COLORBOX GRAPHICS INC. Total						**$ 1,004.15**
COMMUNITY SCHOOL OF MUSIC AND	5/8/2026	4034655	CONTRACTED SERVICES	060	030-LYNDALE	$ 8,500.00
COMMUNITY SCHOOL OF MUSIC AND Total						**$ 8,500.00**
CONSORTIUM ON REACHING	5/15/2026	4034768	CONTRACTED SERVICES	060	120-APTITUD	$ 4,800.00

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
CONSORTIUM ON REACHING Total						**$ 4,800.00**
COOK, ROGER L AND	5/8/2026	4034656	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 229.22
COOK, ROGER L AND Total						**$ 229.22**
CORE BUILDER	5/14/2026	4034762	PERMANENT CONSTRUCTION	210	451-BONDS DEPARTMENT	$ 7,566.25
CORE BUILDER Total						**$ 7,566.25**
CORE GENERAL CONTRACTOR, INC.	5/8/2026	4034699	PERMANENT CONSTRUCTION	210	451-BONDS DEPARTMENT	$ 151,325.00
	5/14/2026	4034763	PERMANENT CONSTRUCTION	210	451-BONDS DEPARTMENT	$ 143,758.75
CORE GENERAL CONTRACTOR, INC. Total						**$ 295,083.75**
CREAM CO. LLC	5/1/2026	4034552	FOOD	130	480-CHILD NUTRITION SERVICES	$ 6,480.00
	5/15/2026	4034769	FOOD	130	480-CHILD NUTRITION SERVICES	$ 7,647.85
	5/29/2026	4035020	FOOD	130	480-CHILD NUTRITION SERVICES	$ 6,676.95
CREAM CO. LLC Total						**$ 20,804.80**
CREATIVE LEARNING CENTER	5/1/2026	4034482	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 20,573.50
CREATIVE LEARNING CENTER Total						**$ 20,573.50**
CROWE LLP	5/15/2026	4034821	AUDIT EXPENSES	010	700-BOARD OF TRUSTEES	$ 26,250.00
CROWE LLP Total						**$ 26,250.00**
CROWN AWARDS	5/15/2026	4034800	MATERIALS AND SUPPLIES	060	170-SHEPPARD	$ 1,072.30
CROWN AWARDS Total						**$ 1,072.30**
CROWN CASTLE INTERNATIONAL	5/15/2026	4034801	TELEPHONE	010	450-FACILITIES/PLANNING	$ 3,746.81
CROWN CASTLE INTERNATIONAL Total						**$ 3,746.81**
CSEA VICTORY CLUB	5/14/2026	4034753	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 110.00
		4034753	VOLUNTARY DEDUCTIONS	010	000-DISTRICTWIDE - UNALLOCATE	$ 59.00
CSEA VICTORY CLUB Total						**$ 169.00**
CYNTHIA DURAN	5/8/2026	4034657	PROF/CONSULT SVC OPERATIN	010	600-HUMAN RESOURCES	$ 2,000.00
CYNTHIA DURAN Total						**$ 2,000.00**
DANNIS WOLIVER KELLEY	5/8/2026	4034658	LEGAL EXPENSES	010	700-BOARD OF TRUSTEES	$ 2,430.00
		4034658	LEGAL EXPENSES	210	450-FACILITIES/PLANNING	$ 2,280.50
		4034658	LEGAL EXPENSES	210	451-BONDS DEPARTMENT	$ 5,062.50
DANNIS WOLIVER KELLEY Total						**$ 9,773.00**
DAYLIGHT FOODS INC	5/21/2026	4034874	FOOD	130	480-CHILD NUTRITION SERVICES	$ 58,204.76
DAYLIGHT FOODS INC Total						**$ 58,204.76**
DBA: ELMA'S CATERING & EVENTS	5/1/2026	4034483	CATERING	010	305-CURR & INSTR	$ 251.57
	5/15/2026	4034770	CATERING	010	340-STUDENT SERVICES	$ 440.00
	5/22/2026	4034885	CATERING	010	340-STUDENT SERVICES	$ 880.00
	5/29/2026	4035089	CATERING	010	080-HUBBARD	$ 2,047.59
		4035089	CATERING	010	305-CURR & INSTR	$ 279.25
		4035089	CATERING	010	360-STATE & FEDERAL	$ 455.14
DBA: ELMA'S CATERING & EVENTS Total						**$ 4,353.55**
DELORES A. SMITH	5/27/2026	4034994	CATERING	010	710-SUPERINTENDENT	$ 2,500.00
DELORES A. SMITH Total						**$ 2,500.00**
DELORES SMITH	5/1/2026	4034519	CATERING	010	285-ADELANTE II	$ 450.00
DELORES SMITH Total						**$ 450.00**
DELTA DENTAL INSURANCE COMPANY	5/22/2026	4034928	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 1,082.97

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
DELTA DENTAL INSURANCE COMPANY Total						$ 1,082.97
DEVINE INTERVENTION SERVICES	5/15/2026	4034802	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 17,710.00
DEVINE INTERVENTION SERVICES Total						$ 17,710.00
DIANA MALDONADO ARRIAGA	5/8/2026	4034659	MATERIALS AND SUPPLIES	060	160-PAINTER	$ 155.07
DIANA MALDONADO ARRIAGA Total						$ 155.07
DICK DIZHI LAI	5/29/2026	4035062	MITIGATION/DEVELOPER FEES	250	000-DISTRICTWIDE - UNALLOCATE	$ 943.04
DICK DIZHI LAI Total						$ 943.04
DO, TONY & DAO, DUONG	5/29/2026	4035021	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 229.22
DO, TONY & DAO, DUONG Total						$ 229.22
DOAN, PHUONG KIM	5/29/2026	4035022	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 229.22
DOAN, PHUONG KIM Total						$ 229.22
DOROTEO BRACAMONTES	5/1/2026	4034553	CATERING	060	340-STUDENT SERVICES	$ 3,294.53
DOROTEO BRACAMONTES Total						$ 3,294.53
DSA - OFFICE OF REGULATORY	5/22/2026	4034988	DSA PLAN CHECK FEES	210	291-DUAL LANGUAGE ACADEMY	$ 32,100.00
DSA - OFFICE OF REGULATORY Total						$ 32,100.00
DUNN-EDWARDS CORPORATION	5/8/2026	4034660	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 1,153.90
	5/1/2026	4034520	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 602.97
	5/29/2026	4035023	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 267.41
DUNN-EDWARDS CORPORATION Total						$ 2,024.28
E. BLAIR GLASS CO INC.	5/8/2026	4034606	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 574.00
E. BLAIR GLASS CO INC. Total						$ 574.00
EAST BAY RESTAURANT SUPPLY INC	5/8/2026	4034607	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 6,070.69
		4034607	SUPPLY-INVENTORY(NON-CAP	130	480-CHILD NUTRITION SERVICES	$ 4,189.72
		4034607	FOOD SERVICES EQUIPMENT	130	480-CHILD NUTRITION SERVICES	$ 11,486.28
EAST BAY RESTAURANT SUPPLY INC Total						$ 21,746.69
EDGES ELECTRICAL GROUP LLC	5/8/2026	4034700	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 832.39
	5/1/2026	4034521	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 777.69
	5/15/2026	4034840	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 2,502.00
	5/22/2026	4034963	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,069.14
	5/29/2026	4035024	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 212.59
EDGES ELECTRICAL GROUP LLC Total						$ 5,393.81
EDUCATION FOR SHARING, INC.	5/8/2026	4034608	CONTRACTED SERVICES	120	065-LCAP- EARLY LEARNING CTR	$ 15,000.00
EDUCATION FOR SHARING, INC. Total						$ 15,000.00
EDUCATION HOUSING PARTNERS INC	5/15/2026	4034822	OTHER COSTS - PLANNING	210	296-WORKFORCE HOUSING	$ 20,000.00
EDUCATION HOUSING PARTNERS INC Total						$ 20,000.00
EL POLLO LOCO STORE #3482	5/29/2026	4035081	CATERING	060	340-STUDENT SERVICES	$ 353.38
EL POLLO LOCO STORE #3482 Total						$ 353.38
ELITE SPORTS PERFORMANCE LLC	5/29/2026	4035025	CONTRACTED SERVICES	010	310-MUSIC	$ 2,050.00
ELITE SPORTS PERFORMANCE LLC Total						$ 2,050.00
ENTERPRISE FM TRUST	5/22/2026	4034905	ADMINISTRATION COST	050	450-FACILITIES/PLANNING	$ 804.14
ENTERPRISE FM TRUST Total						$ 804.14
ENTOURAGE IMAGING INC.	5/22/2026	4034886	CONTRACTED SERVICES	088	030-LYNDALE	$ 2,420.00
	5/29/2026	4035026	CONTRACTED SERVICES	088	120-APTITUD	$ 3,118.50

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
ENTOURAGE IMAGING INC. Total						$ 5,538.50
EPN TRAVEL SERVICES INC.	5/14/2026	4034746	OUTDR ED-FLD TRIP-ADMISSI	060	310-MUSIC	$ 4,589.00
EPN TRAVEL SERVICES INC. Total						$ 4,589.00
EVALUMETRICS INC.	5/15/2026	4034803	CONTRACTED SERVICES	010	305-CURR & INSTR	$ 594.50
EVALUMETRICS INC. Total						$ 594.50
FEDEX	5/1/2026	4034554	POSTAGE	010	430-FISCAL SERVICES	$ 51.70
	5/28/2026	4034997	POSTAGE	010	430-FISCAL SERVICES	$ 41.55
FEDEX Total						$ 93.25
FELICIANO VALENCIA	5/1/2026	4034555	MATERIALS AND SUPPLIES	088	030-LYNDALE	$ 9,493.75
FELICIANO VALENCIA Total						$ 9,493.75
FERGUSON US HOLDINGS, INC.	5/15/2026	4034841	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 5,517.31
	5/29/2026	4035002	MATERIALS AND SUPPLIES	060	451-BONDS DEPARTMENT	$ 10,113.84
FERGUSON US HOLDINGS, INC. Total						$ 15,631.15
FICO'S NEW YORK STYLE PIZZA	5/1/2026	4034484	CATERING	010	120-APTITUD	$ 249.80
FICO'S NEW YORK STYLE PIZZA Total						$ 249.80
FINNEY ARCHITECTS INC.	5/15/2026	4034771	ARCHITECT FEES	210	260-OCALA	$ 43,407.00
		4034771	ARCHITECT FEES	210	291-DUAL LANGUAGE ACADEMY	$ 52,500.00
FINNEY ARCHITECTS INC. Total						$ 95,907.00
FIRST BOOK	5/29/2026	4035027	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 1,661.47
FIRST BOOK Total						$ 1,661.47
FIRST STUDENT INC.	5/8/2026	4034609	BUS TRANSPORTATION NON AR	010	295-RENAISSANCE II	$ 5,303.18
		4034661	BUS TRANSPORTATION NON AR	010	240-SAN ANTONIO	$ 1,379.33
	5/1/2026	4034522	BUS TRANSPORTATION NON AR	010	170-SHEPPARD	$ 3,641.60
		4034556	BUS TRANSPORTATION NON AR	060	260-OCALA	$ 1,009.53
	5/15/2026	4034772	BUS TRANSPORTATION NON AR	060	311-EQUITY DIVERSITY & INCLUSION	$ 1,430.93
		4034804	BUS TRANSPORTATION NON AR	010	240-SAN ANTONIO	$ 750.00
		4034804	BUS TRANSPORTATION NON AR	060	270-LUCHA	$ 1,052.64
FIRST STUDENT INC. Total						$ 14,567.21
FITNESS FINDERS INC	5/1/2026	4034485	MATERIALS AND SUPPLIES	010	120-APTITUD	$ 352.66
		4034485	MATERIALS AND SUPPLIES	010	240-SAN ANTONIO	$ 790.85
		4034485	MATERIALS AND SUPPLIES	010	270-LUCHA	$ 527.24
		4034485	MATERIALS AND SUPPLIES	010	320-RUSSO	$ 770.43
FITNESS FINDERS INC Total						$ 2,441.18
FIX AIR	5/1/2026	4034523	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 3,511.46
FIX AIR Total						$ 3,511.46
FLINN SCIENTIFIC	5/1/2026	4034486	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 286.80
FLINN SCIENTIFIC Total						$ 286.80
FORXA INC.	5/29/2026	4035063	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 300,000.00
FORXA INC. Total						$ 300,000.00
GARBER, BARBARA	5/1/2026	4034487	OUTDR ED-FLD TRIP-ADMISSI	010	020-LINDA VISTA	$ 50.00
GARBER, BARBARA Total						$ 50.00
GARDA CL WEST	5/15/2026	4034853	CONTRACTED SERVICES	010	430-FISCAL SERVICES	$ 231.15
		4034853	CONTRACTED SERVICES	130	480-CHILD NUTRITION SERVICES	$ 231.14

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
GARDA CL WEST Total						**$ 462.29**
GARDENLAND CENTER INC.	5/8/2026	4034701	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 111.86
	5/15/2026	4034842	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,824.35
GARDENLAND CENTER INC. Total						**$ 1,936.21**
GEINAH LIM NIERRA	5/8/2026	4034662	MILEAGE	080	380-SPECIAL EDUCATION	$ 113.83
	5/29/2026	4035064	MILEAGE	080	380-SPECIAL EDUCATION	$ 62.35
GEINAH LIM NIERRA Total						**$ 176.18**
GLEN PRICE GROUP	5/15/2026	4034773	CONTRACTED SERVICES	060	061-SEL - Social Emotional Learning	$ 20,833.33
GLEN PRICE GROUP Total						**$ 20,833.33**
GLORIA CASTENEDA	5/8/2026	4034736	CATERING	010	600-HUMAN RESOURCES	$ 2,552.00
GLORIA CASTENEDA Total						**$ 2,552.00**
GOLD STAR FOODS	5/21/2026	4034875	FOOD	130	480-CHILD NUTRITION SERVICES	$ 143,839.62
GOLD STAR FOODS Total						**$ 143,839.62**
GRADY H. BOWSER	5/1/2026	4034557	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 679.78
GRADY H. BOWSER Total						**$ 679.78**
GREENESPORT ASSOCIATION	5/8/2026	4034663	CONTRACTED SERVICES	010	285-ADELANTE II	$ 868.35
		4034663	CONTRACTED SERVICES	010	310-MUSIC	$ 2,310.00
		4034663	CONTRACTED SERVICES	060	285-ADELANTE II	$ 1,251.65
	5/15/2026	4034823	CONTRACTED SERVICES	010	310-MUSIC	$ 6,066.25
	5/22/2026	4034929	CONTRACTED SERVICES	060	295-RENAISSANCE II	$ 1,260.00
GREENESPORT ASSOCIATION Total						**$ 11,756.25**
GUERTNER, BRANDON	5/8/2026	4034664	MILEAGE	010	310-MUSIC	$ 27.55
GUERTNER, BRANDON Total						**$ 27.55**
GUITAR CENTER STORES INC	5/29/2026	4035082	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 594.16
		4035082	SUPPLY-INVENTORY(NON-CAP	060	310-MUSIC	$ 16,821.02
GUITAR CENTER STORES INC Total						**$ 17,415.18**
GUITAR CENTER STORES, INC.	5/8/2026	4034665	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 5,893.94
		4034665	SUPPLY-INVENTORY(NON-CAP	060	310-MUSIC	$ 6,562.47
	5/1/2026	4034488	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 918.68
	5/22/2026	4034887	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 15,870.20
		4034887	SUPPLY-INVENTORY(NON-CAP	060	310-MUSIC	$ 31,034.07
GUITAR CENTER STORES, INC. Total						**$ 60,279.36**
HAPPY HOLLOW PARK	5/14/2026	4034747	OUTDR ED-FLD TRIP-ADMISSI	088	040-MCCOLLAM	$ 975.00
HAPPY HOLLOW PARK Total						**$ 975.00**
HAZEL DELA CRUZ	5/8/2026	4034610	MILEAGE	080	380-SPECIAL EDUCATION	$ 662.81
HAZEL DELA CRUZ Total						**$ 662.81**
HECTOR RAMIREZ	5/1/2026	4034524	PRINTING	010	712-Communications	$ 4,785.16
	5/29/2026	4035065	CONTRACTED SERVICES	010	712-Communications	$ 1,650.00
HECTOR RAMIREZ Total						**$ 6,435.16**
HOHBACH-LEWIN INC.	5/8/2026	4034611	SURVEYS	210	291-DUAL LANGUAGE ACADEMY	$ 35,200.00
HOHBACH-LEWIN INC. Total						**$ 35,200.00**
HOKALI INC.	5/29/2026	4035028	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 18,580.00
HOKALI INC. Total						**$ 18,580.00**

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
HOME DEPOT U.S.A. INC.	5/8/2026	4034702	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 5,328.81
		4034702	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,882.14
	5/1/2026	4034525	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 1,128.60
		4034525	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,593.44
		4034558	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 186.84
	5/15/2026	4034774	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 327.15
		4034843	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 2,565.50
	5/22/2026	4034981	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 472.27
HOME DEPOT U.S.A. INC. Total						**$ 13,484.75**
HORIZON DISTRIBUTORS INC	5/8/2026	4034703	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 111.43
	5/1/2026	4034526	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 2,131.18
	5/15/2026	4034824	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 335.79
		4034844	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,151.83
	5/22/2026	4034906	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 651.38
	5/29/2026	4035029	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 230.70
HORIZON DISTRIBUTORS INC Total						**$ 4,612.31**
HYLBERT, MONICA	5/15/2026	4034775	MILEAGE	010	061-SEL - Social Emotional Learning	$ 15.23
HYLBERT, MONICA Total						**$ 15.23**
ICONIX WATERWORKS (US) INC.	5/8/2026	4034704	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,520.26
	5/1/2026	4034527	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 985.32
	5/15/2026	4034845	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 645.09
ICONIX WATERWORKS (US) INC. Total						**$ 3,150.67**
IMPERIAL BAG & PAPER CO LLC	5/21/2026	4034876	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 10,645.23
IMPERIAL BAG & PAPER CO LLC Total						**$ 10,645.23**
IRIS LYNN CHAREST	5/22/2026	4034964	MATERIALS AND SUPPLIES	010	270-LUCHA	$ 123.59
		4034964	CATERING	010	270-LUCHA	$ 335.75
IRIS LYNN CHAREST Total						**$ 459.34**
ISIDRO R. WISCO	5/8/2026	4034705	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 229.22
ISIDRO R. WISCO Total						**$ 229.22**
J.W. PEPPER & SON INC.	5/15/2026	4034776	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 269.50
		4034776	SUPPLY-INVENTORY(NON-CAP	060	310-MUSIC	$ 3,107.50
		4034825	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 697.54
	5/22/2026	4034930	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 701.80
J.W. PEPPER & SON INC. Total						**$ 4,776.34**
JACK OVERSTREET	5/8/2026	4034706	SECURITY SERVICES	010	450-FACILITIES/PLANNING	$ 770.00
JACK OVERSTREET Total						**$ 770.00**
JACQUELINE MONTEJANO	5/8/2026	4034666	MATERIALS AND SUPPLIES	088	030-LYNDALE	$ 417.44
	5/22/2026	4034965	CATERING	010	030-LYNDALE	$ 57.96
JACQUELINE MONTEJANO Total						**$ 475.40**
JAHN PLUMBING INC.	5/29/2026	4035030	BUILDING & IMPROVEMENT OF	140	160-PAINTER	$ 86,401.84
JAHN PLUMBING INC. Total						**$ 86,401.84**
JENNIFER TIMMINS	5/8/2026	4034667	MILEAGE	060	305-CURR & INSTR	$ 89.90
JENNIFER TIMMINS Total						**$ 89.90**

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
JESS FERNANDEZ	5/1/2026	4034528	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 2,400.00
JESS FERNANDEZ Total						**$ 2,400.00**
JESUS L ARAUJO JR	5/15/2026	4034854	CATERING	010	340-STUDENT SERVICES	$ 251.21
JESUS L ARAUJO JR Total						**$ 251.21**
JONES SCHOOL SUPPLY CO. INC.	5/8/2026	4034612	MATERIALS AND SUPPLIES	010	320-RUSSO	$ 1,005.91
		4034612	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 1,462.24
	5/1/2026	4034489	MATERIALS AND SUPPLIES	010	295-RENAISSANCE II	$ 247.14
JONES SCHOOL SUPPLY CO. INC. Total						**$ 2,715.29**
JOSE VALDES MATH FOUNDATION	5/29/2026	4035066	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 37,125.00
JOSE VALDES MATH FOUNDATION Total						**$ 37,125.00**
JP GRAPHICS	5/1/2026	4034559	MATERIALS AND SUPPLIES	060	340-STUDENT SERVICES	$ 1,487.50
JP GRAPHICS Total						**$ 1,487.50**
JUAN MANUEL RAMOS PEREZ	5/21/2026	4034872	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 13,500.00
JUAN MANUEL RAMOS PEREZ Total						**$ 13,500.00**
JUAN MENDOZA	5/8/2026	4034668	TRAVEL AND CONFERENCES	010	450-FACILITIES/PLANNING	$ 40.55
JUAN MENDOZA Total						**$ 40.55**
KAISER PERMANENTE	5/15/2026	4034855	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 342.43
	5/29/2026	4035031	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 272,608.16
KAISER PERMANENTE Total						**$ 272,950.59**
KAPLAN EARLY LEARNING COMPANY	5/1/2026	4034560	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 17.97
KAPLAN EARLY LEARNING COMPANY Total						**$ 17.97**
KARINA BRACAMONTES	5/22/2026	4034966	TRAVEL AND CONFERENCES	060	061-SEL - Social Emotional Learning	$ 56.31
KARINA BRACAMONTES Total						**$ 56.31**
KATRINA VALDEZ	5/29/2026	4035067	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 79,333.33
KATRINA VALDEZ Total						**$ 79,333.33**
KATRINA ZHANG	5/1/2026	4034561	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 393.63
KATRINA ZHANG Total						**$ 393.63**
KEENAN & ASSOCIATES	5/8/2026	4034613	P & L INSURANCE	010	600-HUMAN RESOURCES	$ 6,320.12
		4034707	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 98,767.00
		4034708	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 10,324.00
KEENAN & ASSOCIATES Total						**$ 115,411.12**
KELLY SPICERS INC	5/1/2026	4034562	MATERIALS AND SUPPLIES	010	434-PRINT SHOP	$ 233.93
KELLY SPICERS INC Total						**$ 233.93**
KHAI Q. TRAN	5/22/2026	4034907	PREVENTIVE EQUIP MAINTENA	050	450-FACILITIES/PLANNING	$ 1,200.00
KHAI Q. TRAN Total						**$ 1,200.00**
KIDANGO INC.	5/1/2026	4034563	CONTRACTED SERVICES	120	063-KIDANGO@CHAVEZ	$ 32,200.00
		4034563	SUBAGREEMENTS FOR SERVICE	120	063-KIDANGO@CHAVEZ	$ 319,804.16
KIDANGO INC. Total						**$ 352,004.16**
KIPP HEARTWOOD ACADEMY	5/8/2026	4034737	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 101,168.00
KIPP HEARTWOOD ACADEMY Total						**$ 101,168.00**
KIPP PRIZE PREPARATORY ACADEMY	5/8/2026	4034738	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 96,009.00
KIPP PRIZE PREPARATORY ACADEMY Total						**$ 96,009.00**
KOLIBRI EDUCATIONAL PSYCHOLOGY	5/22/2026	4034888	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 5,000.00

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
KOLIBRI EDUCATIONAL PSYCHOLOGY Total						**$ 5,000.00**
KOMIR MINDS LLC	5/29/2026	4035058	CONTRACTED SERVICES	060	305-CURR & INSTR	$ 12,000.00
KOMIR MINDS LLC Total						**$ 12,000.00**
KRISTEN Y CHIEN	5/15/2026	4034856	TRAVEL AND CONFERENCES	080	380-SPECIAL EDUCATION	$ 82.00
KRISTEN Y CHIEN Total						**$ 82.00**
LA ROCCA, GAIL	5/22/2026	4034967	MATERIALS AND SUPPLIES	010	270-LUCHA	$ 152.71
LA ROCCA, GAIL Total						**$ 152.71**
LAKELAND TOURS LLC	5/8/2026	4034709	OUTDR ED-FLD TRIP-ADMISSI	088	285-ADELANTE II	$ 1,936.00
LAKELAND TOURS LLC Total						**$ 1,936.00**
LAKESHORE EQUIPMENT COMPANY	5/8/2026	4034614	MATERIALS AND SUPPLIES	060	240-SAN ANTONIO	$ 1,439.95
		4034669	TEACHER SUPPLIES	010	240-SAN ANTONIO	$ 200.00
		4034739	MATERIALS AND SUPPLIES	060	240-SAN ANTONIO	$ 1,383.07
	5/1/2026	4034490	MATERIALS AND SUPPLIES	010	080-HUBBARD	$ 340.93
		4034490	MATERIALS AND SUPPLIES	010	270-LUCHA	$ 1,842.98
		4034490	MATERIALS AND SUPPLIES	010	380-SPECIAL EDUCATION	$ 48.54
		4034490	MATERIALS AND SUPPLIES	060	030-LYNDALE	$ 2,281.08
		4034490	MATERIALS AND SUPPLIES	060	240-SAN ANTONIO	$ 4,128.44
		4034490	MATERIALS AND SUPPLIES	060	260-OCALA	$ 2,036.20
		4034490	MATERIALS AND SUPPLIES	060	270-LUCHA	$ 1,814.96
		4034490	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 8,783.43
		4034490	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 1,322.18
		4034490	TEACHER SUPPLIES	010	030-LYNDALE	$ 807.07
		4034490	TEACHER SUPPLIES	010	080-HUBBARD	$ 46.49
		4034490	TEACHER SUPPLIES	010	100-RYAN	$ 192.46
		4034529	MATERIALS AND SUPPLIES	060	240-SAN ANTONIO	$ 9,493.91
		4034529	MATERIALS AND SUPPLIES	060	260-OCALA	$ 3,541.63
		4034529	MATERIALS AND SUPPLIES	060	285-ADELANTE II	$ 2,819.61
		4034529	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 1,208.92
		4034581	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 174.22
		4034581	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 13,218.06
		4034581	TEACHER SUPPLIES	010	080-HUBBARD	$ 65.00
	5/15/2026	4034805	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 13,719.61
		4034826	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 7,725.01
		4034857	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 3,217.12
	5/22/2026	4034889	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 185.99
		4034931	MATERIALS AND SUPPLIES	060	240-SAN ANTONIO	$ 41.55
		4034931	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 14,964.21
		4034977	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 3,590.92
		4034978	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 15,226.11
		4034979	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 17,696.62
		4034982	MATERIALS AND SUPPLIES	060	120-APTITUD	$ 99.98
		4034982	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 8,520.08
	5/29/2026	4034998	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 5,734.07

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
LAKESHORE EQUIPMENT COMPANY	5/29/2026	4035000	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 8,434.80
		4035032	MATERIALS AND SUPPLIES	060	120-APTITUD	$ 348.03
		4035032	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 3,402.84
		4035052	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 10,579.38
		4035053	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 1,001.87
		4035054	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 5,506.43
		4035055	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 5,653.41
LAKESHORE EQUIPMENT COMPANY Total						$ 182,837.16
LAM, DUSTIN	5/15/2026	4034858	TRAVEL AND CONFERENCES	080	380-SPECIAL EDUCATION	$ 82.00
LAM, DUSTIN Total						$ 82.00
LATOYA BROWN	5/8/2026	4034670	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 36.08
LATOYA BROWN Total						$ 36.08
LAURA MARTINEZ CERVANTES	5/15/2026	4034859	MILEAGE	130	480-CHILD NUTRITION SERVICES	$ 136.31
LAURA MARTINEZ CERVANTES Total						$ 136.31
LAURA T CORREA	5/8/2026	4034671	MATERIALS AND SUPPLIES	010	320-RUSSO	$ 31.35
LAURA T CORREA Total						$ 31.35
LDP INC	5/8/2026	4034615	CONTRACTED SERVICES	060	380-SPECIAL EDUCATION	$ 1,605.81
		4034672	CONTRACTED SERVICES	060	380-SPECIAL EDUCATION	$ 366.59
LDP INC Total						$ 1,972.40
LE BOULANGER INC.	5/1/2026	4034530	CATERING	010	061-SEL - Social Emotional Learning	$ 426.41
LE BOULANGER INC. Total						$ 426.41
LE, HA	5/8/2026	4034710	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 679.78
LE, HA Total						$ 679.78
LET'S TRAVEL	5/15/2026	4034827	TRAVEL AND CONFERENCES	010	160-PAINTER	$ 921.60
		4034827	TRAVEL AND CONFERENCES	060	310-MUSIC	$ 2,130.34
		4034827	TRAVEL AND CONFERENCES	050	450-FACILITIES/PLANNING	$ 267.19
LET'S TRAVEL Total						$ 3,319.13
LILIA RAMIREZ	5/22/2026	4034983	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 17.88
LILIA RAMIREZ Total						$ 17.88
LITTLE HEROES	5/29/2026	4035093	CONTRACTED SERVICES	010	360-STATE & FEDERAL	$ 48,782.65
		4035093	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 14,967.35
LITTLE HEROES Total						$ 63,750.00
LORE LLC	5/8/2026	4034616	CONTRACTED SERVICES	060	160-PAINTER	$ 9,750.00
LORE LLC Total						$ 9,750.00
LORELIZ JACINTO	5/15/2026	4034860	TRAVEL AND CONFERENCES	080	380-SPECIAL EDUCATION	$ 82.00
LORELIZ JACINTO Total						$ 82.00
LOZANO SMITH LLP	5/29/2026	4035003	LEGAL EXPENSES	080	380-SPECIAL EDUCATION	$ 5,933.00
		4035033	LEGAL EXPENSES	010	340-STUDENT SERVICES	$ 10,002.50
LOZANO SMITH LLP Total						$ 15,935.50
LU, RACHEL	5/29/2026	4035090	OUTDR ED-FLD TRIP-ADMISSI	088	100-RYAN	$ 389.00
LU, RACHEL Total						$ 389.00
LUX BUS AMERICA CO.	5/8/2026	4034617	BUS TRANSPORTATION NON AR	060	030-LYNDALE	$ 1,507.38
	5/1/2026	4034564	BUS TRANSPORTATION NON AR	060	030-LYNDALE	$ 1,518.00

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
LUX BUS AMERICA CO.	5/29/2026	4035059	BUS TRANSPORTATION NON AR	060	040-MCCOLLAM	$ 1,927.50
LUX BUS AMERICA CO. Total						**$ 4,952.88**
MADISON NATIONAL LIFE INS CO,	5/7/2026	4034591	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 1,660.59
	5/29/2026	4035034	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 1,684.09
MADISON NATIONAL LIFE INS CO, Total						**$ 3,344.68**
MAGDALENA GRIMALDO	5/8/2026	4034673	MATERIALS AND SUPPLIES	088	030-LYNDALE	$ 134.77
MAGDALENA GRIMALDO Total						**$ 134.77**
MALACHIED, INC	5/29/2026	4035035	CONTRACTED SERVICES	060	305-CURR & INSTR	$ 13,525.00
MALACHIED, INC Total						**$ 13,525.00**
MALDONADO ARRIAGA, DIANA	5/1/2026	4034582	MATERIALS AND SUPPLIES	060	160-PAINTER	$ 70.77
	5/22/2026	4034968	MATERIALS AND SUPPLIES	060	160-PAINTER	$ 23.08
MALDONADO ARRIAGA, DIANA Total						**$ 93.85**
MARIA DE JESUS ESPINOZA	5/29/2026	4035004	TRAVEL AND CONFERENCES	060	061-SEL - Social Emotional Learning	$ 314.05
MARIA DE JESUS ESPINOZA Total						**$ 314.05**
MAXIM HEALTHCARE SERVICES	5/22/2026	4034890	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 102,424.68
MAXIM HEALTHCARE SERVICES Total						**$ 102,424.68**
MENDOZA-GREEN, ANISSA	5/1/2026	4034583	TRAVEL AND CONFERENCES	060	061-SEL - Social Emotional Learning	$ 31.96
	5/29/2026	4035068	MILEAGE	060	260-OCALA	$ 41.06
MENDOZA-GREEN, ANISSA Total						**$ 73.02**
MESINA JR, ANGELITO	5/22/2026	4034932	MATERIALS AND SUPPLIES	010	120-APTITUD	$ 400.00
		4034932	TEACHER SUPPLIES	010	120-APTITUD	$ 400.00
MESINA JR, ANGELITO Total						**$ 800.00**
MEXICO BAKERY INC	5/8/2026	4034711	CATERING	010	260-OCALA	$ 73.65
	5/1/2026	4034584	CATERING	010	080-HUBBARD	$ 196.40
	5/22/2026	4034933	CATERING	010	260-OCALA	$ 73.65
	5/29/2026	4035005	CATERING	010	340-STUDENT SERVICES	$ 352.50
		4035083	CATERING	010	340-STUDENT SERVICES	$ 2,593.75
MEXICO BAKERY INC Total						**$ 3,289.95**
MID AMERICA ADMINISTRATION	5/14/2026	4034754	RETIREMENT IN LIEU OF OASD	010	000-DISTRICTWIDE - UNALLOCATE	$ 10,824.84
MID AMERICA ADMINISTRATION Total						**$ 10,824.84**
MIRACLE PLAYSYSTEMS INC.	5/29/2026	4035036	SITES AND IMPROVEMENT OF	210	291-DUAL LANGUAGE ACADEMY	$ 32,023.37
MIRACLE PLAYSYSTEMS INC. Total						**$ 32,023.37**
MONROE, STEPHANIE	5/8/2026	4034674	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$ 104.83
	5/29/2026	4035037	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$ 98.52
MONROE, STEPHANIE Total						**$ 203.35**
MONSTER TECHNOLOGY	5/8/2026	4034618	MATERIALS AND SUPPLIES	010	320-RUSSO	$ 1,312.30
MONSTER TECHNOLOGY Total						**$ 1,312.30**
MORAN, JESUS	5/1/2026	4034585	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 450.56
MORAN, JESUS Total						**$ 450.56**
MSTS RECEIVABLES LLC	5/1/2026	4034531	PARTS	010	470-TRANSPORTATION SERVICES	$ 30.77
	5/22/2026	4034934	PARTS	010	470-TRANSPORTATION SERVICES	$ 46.13
MSTS RECEIVABLES LLC Total						**$ 76.90**
MTC RESTAURANT GROUP, LLC	5/8/2026	4034712	CATERING	060	295-RENAISSANCE II	$ 268.00

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name		Sum of Amount
MTC RESTAURANT GROUP, LLC	5/22/2026	4034935	CATERING	010	061-SEL - Social Emotional Learning	$	267.00
		4034969	CATERING	010	470-TRANSPORTATION SERVICES	$	532.00
MTC RESTAURANT GROUP, LLC Total						**$**	**1,067.00**
MUS VIL INC.	5/15/2026	4034828	MATERIALS AND SUPPLIES	060	310-MUSIC	$	7,752.80
	5/22/2026	4034891	MATERIALS AND SUPPLIES	060	310-MUSIC	$	10,035.79
		4034891	REPAIR OF EQUIPMENT	010	310-MUSIC	$	713.80
		4034891	SUPPLY-INVENTORY(NON-CAP	060	310-MUSIC	$	5,685.31
	5/29/2026	4035084	MATERIALS AND SUPPLIES	060	310-MUSIC	$	17,814.00
MUS VIL INC. Total						**$**	**42,001.70**
MUSIC IS ELEMENTARY INC.	5/29/2026	4035085	MATERIALS AND SUPPLIES	060	310-MUSIC	$	1,078.92
MUSIC IS ELEMENTARY INC. Total						**$**	**1,078.92**
NAPA AUTO PARTS	5/8/2026	4034675	PARTS	010	470-TRANSPORTATION SERVICES	$	214.90
	5/1/2026	4034532	PARTS	010	470-TRANSPORTATION SERVICES	$	874.21
NAPA AUTO PARTS Total						**$**	**1,089.11**
NCS PEARSON INC.	5/8/2026	4034740	LICENSING AGREEMENTS	060	380-SPECIAL EDUCATION	$	62.40
	5/1/2026	4034491	LICENSING AGREEMENTS	060	380-SPECIAL EDUCATION	$	58.50
		4034491	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$	1,054.42
NCS PEARSON INC. Total						**$**	**1,175.32**
NO TEARS LEARNING INC.	5/8/2026	4034619	MATERIALS AND SUPPLIES	060	120-APTITUD	$	11,367.17
	5/15/2026	4034806	MATERIALS AND SUPPLIES	120	065-LCAP- EARLY LEARNING CTR	$	2,086.22
NO TEARS LEARNING INC. Total						**$**	**13,453.39**
NOAH'S NEW YORK BAGEL COMPANY	5/8/2026	4034676	CATERING	060	285-ADELANTE II	$	234.62
		4034713	CATERING	010	160-PAINTER	$	137.11
	5/1/2026	4034565	CATERING	010	360-STATE & FEDERAL	$	125.56
	5/22/2026	4034892	CATERING	010	170-SHEPPARD	$	143.05
		4034908	CATERING	010	340-STUDENT SERVICES	$	748.76
		4034936	CATERING	010	061-SEL - Social Emotional Learning	$	259.90
		4034936	CATERING	010	305-CURR & INSTR	$	(30.60)
	5/29/2026	4035091	CATERING	010	170-SHEPPARD	$	745.90
NOAH'S NEW YORK BAGEL COMPANY Total						**$**	**2,364.30**
NOES JUMPERS	5/22/2026	4034937	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$	400.00
NOES JUMPERS Total						**$**	**400.00**
NORA OCHOA	5/29/2026	4035069	MILEAGE	080	380-SPECIAL EDUCATION	$	120.64
NORA OCHOA Total						**$**	**120.64**
OAKLAND MUSEUM OF CALIFORNIA	5/27/2026	4034993	OUTDR ED-FLD TRIP-ADMISSI	060	260-OCALA	$	75.00
OAKLAND MUSEUM OF CALIFORNIA Total						**$**	**75.00**
OAKLAND ZOO	5/22/2026	4034984	OUTDR ED-FLD TRIP-ADMISSI	010	240-SAN ANTONIO	$	1,499.00
OAKLAND ZOO Total						**$**	**1,499.00**
OCCUPATIONAL HEALTH CTR OF CA	5/29/2026	4035006	PHYSICAL EXAMS - PRE EMPL	010	600-HUMAN RESOURCES	$	45.00
OCCUPATIONAL HEALTH CTR OF CA Total						**$**	**45.00**
OFFICE DEPOT BUSINESS SOLUTION	5/8/2026	4034621	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$	673.80
		4034621	MATERIALS AND SUPPLIES	010	030-LYNDALE	$	389.44
		4034621	MATERIALS AND SUPPLIES	010	120-APTITUD	$	124.14

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
OFFICE DEPOT BUSINESS SOLUTION	5/8/2026	4034621	MATERIALS AND SUPPLIES	010	240-SAN ANTONIO	$ 736.30
		4034621	MATERIALS AND SUPPLIES	010	260-OCALA	$ 288.71
		4034621	MATERIALS AND SUPPLIES	010	285-ADELANTE II	$ 305.48
		4034621	MATERIALS AND SUPPLIES	010	320-RUSSO	$ 39.26
		4034621	MATERIALS AND SUPPLIES	010	380-SPECIAL EDUCATION	$ 48.78
		4034621	MATERIALS AND SUPPLIES	060	260-OCALA	$ 172.26
		4034621	TEACHER SUPPLIES	010	030-LYNDALE	$ 635.53
		4034621	TEACHER SUPPLIES	010	040-MCCOLLAM	$ 407.50
		4034621	TEACHER SUPPLIES	010	080-HUBBARD	$ 177.93
		4034621	TEACHER SUPPLIES	010	240-SAN ANTONIO	$ 85.88
		4034621	TEACHER SUPPLIES	010	270-LUCHA	$ 58.97
		4034714	MATERIALS AND SUPPLIES	010	160-PAINTER	$ 58.40
		4034714	MATERIALS AND SUPPLIES	010	295-RENAISSÀNCE II	$ 521.63
		4034714	MATERIALS AND SUPPLIES	010	400-SUPPORT SERVICES	$ 62.72
		4034714	MATERIALS AND SUPPLIES	010	434-PRINT SHOP	$ 67.48
		4034714	MATERIALS AND SUPPLIES	060	260-OCALA	$ (364.27)
		4034714	MATERIALS AND SUPPLIES	060	280-ADELANTE	$ 328.83
		4034714	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 2,676.82
		4034714	MATERIALS AND SUPPLIES	060	310-MUSIC	$ (796.47)
		4034714	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 1,016.16
		4034714	MATERIALS AND SUPPLIES	210	451-BONDS DEPARTMENT	$ 99.77
		4034714	TEACHER SUPPLIES	010	295-RENAISSANCE II	$ 320.07
		4034714	CATERING	010	600-HUMAN RESOURCES	$ 68.23
	5/1/2026	4034492	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 34.77
		4034586	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 245.16
		4034586	MATERIALS AND SUPPLIES	010	080-HUBBARD	$ 378.16
		4034586	MATERIALS AND SUPPLIES	010	120-APTITUD	$ 1.31
		4034586	MATERIALS AND SUPPLIES	010	160-PAINTER	$ 21.69
		4034586	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 408.29
		4034586	MATERIALS AND SUPPLIES	010	260-OCALA	$ 152.56
		4034586	MATERIALS AND SUPPLIES	010	270-LUCHA	$ 60.33
		4034586	MATERIALS AND SUPPLIES	010	320-RUSSO	$ 715.16
		4034586	MATERIALS AND SUPPLIES	060	030-LYNDALE	$ 76.47
		4034586	TEACHER SUPPLIES	010	080-HUBBARD	$ (36.04)
		4034586	TEACHER SUPPLIES	010	170-SHEPPARD	$ 2,185.92
		4034586	TEACHER SUPPLIES	010	285-ADELANTE II	$ 90.67
	5/15/2026	4034765	MATERIALS AND SUPPLIES	010	160-PAINTER	$ 13.57
		4034765	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 775.35
		4034765	MATERIALS AND SUPPLIES	010	295-RENAISSANCE II	$ 52.79
		4034765	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 110.53
		4034765	MATERIALS AND SUPPLIES	010	430-FISCAL SERVICES	$ 59.90
		4034765	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 151.38
		4034765	MATERIALS AND SUPPLIES	010	600-HUMAN RESOURCES	$ 628.89

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name		Sum of Amount
OFFICE DEPOT BUSINESS SOLUTION	5/15/2026	4034765	MATERIALS AND SUPPLIES	060	170-SHEPPARD	$	806.22
		4034765	MATERIALS AND SUPPLIES	060	260-OCALA	$	(20.62)
		4034765	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$	1,346.24
		4034765	MATERIALS AND SUPPLIES	060	310-MUSIC	$	66.06
		4034765	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$	1,696.09
		4034765	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$	1.39
		4034765	TEACHER SUPPLIES	010	040-MCCOLLAM	$	740.09
		4034765	TEACHER SUPPLIES	010	295-RENAISSANCE II	$	100.03
	5/22/2026	4034879	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$	293.91
		4034879	MATERIALS AND SUPPLIES	010	030-LYNDALE	$	(105.29)
		4034879	MATERIALS AND SUPPLIES	010	040-MCCOLLAM	$	1,127.00
		4034879	MATERIALS AND SUPPLIES	010	080-HUBBARD	$	245.29
		4034879	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$	286.54
		4034879	MATERIALS AND SUPPLIES	010	240-SAN ANTONIO	$	74.39
		4034879	MATERIALS AND SUPPLIES	010	285-ADELANTE II	$	220.47
		4034879	MATERIALS AND SUPPLIES	010	320-RUSSO	$	153.38
		4034879	MATERIALS AND SUPPLIES	060	260-OCALA	$	4,246.00
		4034879	TEACHER SUPPLIES	010	040-MCCOLLAM	$	191.04
		4034879	TEACHER SUPPLIES	010	240-SAN ANTONIO	$	35.13
		4034879	CATERING	010	020-LINDA VISTA	$	193.78
		4034938	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$	293.91
		4034938	CATERING	010	320-RUSSO	$	14.55
		4034976	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$	258.19
		4034976	MATERIALS AND SUPPLIES	010	430-FISCAL SERVICES	$	61.72
		4034976	MATERIALS AND SUPPLIES	010	431-PURCHASING	$	74.06
		4034976	MATERIALS AND SUPPLIES	010	710-SUPERINTENDENT	$	175.62
		4034976	MATERIALS AND SUPPLIES	060	280-ADELANTE	$	485.53
		4034976	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$	216.32
		4034976	TEACHER SUPPLIES	010	280-ADELANTE	$	698.15
	5/29/2026	4035007	MATERIALS AND SUPPLIES	010	080-HUBBARD	$	(51.19)
		4035007	MATERIALS AND SUPPLIES	010	285-ADELANTE II	$	(34.99)
		4035007	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$	1,002.45
		4035056	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$	385.75
		4035056	MATERIALS AND SUPPLIES	010	080-HUBBARD	$	845.62
		4035056	MATERIALS AND SUPPLIES	010	240-SAN ANTONIO	$	5,266.05
		4035056	MATERIALS AND SUPPLIES	010	260-OCALA	$	21,641.18
		4035056	MATERIALS AND SUPPLIES	010	270-LUCHA	$	113.21
		4035056	TEACHER SUPPLIES	010	030-LYNDALE	$	711.77
		4035056	TEACHER SUPPLIES	010	080-HUBBARD	$	197.90
		4035056	TEACHER SUPPLIES	010	240-SAN ANTONIO	$	447.47
		4035056	TEACHER SUPPLIES	010	270-LUCHA	$	79.46
		4035057	MATERIALS AND SUPPLIES	010	040-MCCOLLAM	$	771.85
		4035057	MATERIALS AND SUPPLIES	010	260-OCALA	$	532.27

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
OFFICE DEPOT BUSINESS SOLUTION	5/29/2026	4035057	MATERIALS AND SUPPLIES	010	295-RENAISSANCE II	$ 350.05
		4035057	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 82.86
		4035057	MATERIALS AND SUPPLIES	010	320-RUSSO	$ 270.09
		4035057	MATERIALS AND SUPPLIES	010	432-PAYROLL	$ 95.87
		4035057	MATERIALS AND SUPPLIES	010	434-PRINT SHOP	$ 60.34
		4035057	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 204.30
		4035057	MATERIALS AND SUPPLIES	010	710-SUPERINTENDENT	$ 213.64
		4035057	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 110.20
		4035070	MATERIALS AND SUPPLIES	010	380-SPECIAL EDUCATION	$ 7.43
OFFICE DEPOT BUSINESS SOLUTION Total						**$ 61,608.98**
ONE CIRCLE FOUNDATION	5/8/2026	4034622	MATERIALS AND SUPPLIES	060	260-OCALA	$ 3,325.55
ONE CIRCLE FOUNDATION Total						**$ 3,325.55**
ONE STONE APPAREL INC.	5/8/2026	4034623	MATERIALS AND SUPPLIES	088	030-LYNDALE	$ 1,759.75
		4034677	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 2,759.25
		4034715	MATERIALS AND SUPPLIES	010	260-OCALA	$ 3,339.50
	5/1/2026	4034493	MATERIALS AND SUPPLIES	060	340-STUDENT SERVICES	$ 1,399.50
		4034567	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 2,975.90
	5/15/2026	4034777	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 2,527.00
	5/22/2026	4034893	MATERIALS AND SUPPLIES	060	260-OCALA	$ 497.90
	5/29/2026	4035038	MATERIALS AND SUPPLIES	060	170-SHEPPARD	$ 268.00
ONE STONE APPAREL INC. Total						**$ 15,526.80**
O'REILLY AUTOMOTIVE STORES INC	5/8/2026	4034620	PARTS	010	470-TRANSPORTATION SERVICES	$ 164.36
	5/1/2026	4034566	PARTS	010	470-TRANSPORTATION SERVICES	$ 583.85
O'REILLY AUTOMOTIVE STORES INC Total						**$ 748.21**
OTC DIRECT INC	5/1/2026	4034494	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 366.07
		4034533	MATERIALS AND SUPPLIES	010	030-LYNDALE	$ 371.48
		4034533	MATERIALS AND SUPPLIES	010	080-HUBBARD	$ 204.24
		4034533	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 71.18
		4034533	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 964.94
		4034533	TEACHER SUPPLIES	010	030-LYNDALE	$ 234.82
		4034568	MATERIALS AND SUPPLIES	060	040-MCCOLLAM	$ 380.17
		4034568	MATERIALS AND SUPPLIES	060	170-SHEPPARD	$ 2,425.40
		4034568	MATERIALS AND SUPPLIES	060	285-ADELANTE II	$ 170.63
		4034568	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 264.08
		4034568	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 576.32
		4034568	TEACHER SUPPLIES	010	080-HUBBARD	$ 130.26
		4034587	MATERIALS AND SUPPLIES	010	080-HUBBARD	$ 1,697.34
		4034587	MATERIALS AND SUPPLIES	010	240-SAN ANTONIO	$ 2,981.56
		4034587	MATERIALS AND SUPPLIES	060	030-LYNDALE	$ 211.10
		4034587	TEACHER SUPPLIES	010	285-ADELANTE II	$ 218.22
	5/15/2026	4034807	MATERIALS AND SUPPLIES	010	080-HUBBARD	$ (53.83)
		4034807	MATERIALS AND SUPPLIES	060	030-LYNDALE	$ 269.83
		4034807	MATERIALS AND SUPPLIES	060	260-OCALA	$ 1,383.89

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
OTC DIRECT INC	5/15/2026	4034807	MATERIALS AND SUPPLIES	060	285-ADELANTE II	$ 1,376.36
OTC DIRECT INC Total						**$ 14,244.06**
PACIFIC EDUCATORS INC.	5/14/2026	4034755	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 33.18
PACIFIC EDUCATORS INC. Total						**$ 33.18**
PAGETURN PROJECTS, INC.	5/22/2026	4034939	CONTRACTED SERVICES	210	451-BONDS DEPARTMENT	$ 1,610.00
PAGETURN PROJECTS, INC. Total						**$ 1,610.00**
PALOMA CONTRERAS SERNA	5/15/2026	4034861	TRAVEL AND CONFERENCES	060	340-STUDENT SERVICES	$ 188.63
PALOMA CONTRERAS SERNA Total						**$ 188.63**
PAM L. ABERG	5/1/2026	4034534	ADVERTISING	130	480-CHILD NUTRITION SERVICES	$ 125.00
	5/22/2026	4034940	ADVERTISING	210	451-BONDS DEPARTMENT	$ 807.50
PAM L. ABERG Total						**$ 932.50**
PARTRIDGE CONSULTING INC.	5/8/2026	4034624	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 6,000.00
PARTRIDGE CONSULTING INC. Total						**$ 6,000.00**
PAWS-TO-SHARE LLC	5/8/2026	4034625	CONTRACTED SERVICES	060	170-SHEPPARD	$ 760.00
		4034625	CONTRACTED SERVICES	060	260-OCALA	$ 800.00
	5/1/2026	4034535	CONTRACTED SERVICES	010	061-SEL - Social Emotional Learning	$ 80.00
		4034535	CONTRACTED SERVICES	060	120-APTITUD	$ 480.00
		4034535	CONTRACTED SERVICES	060	285-ADELANTE II	$ 960.00
PAWS-TO-SHARE LLC Total						**$ 3,080.00**
PEREZ, IVON	5/1/2026	4034495	CATERING	010	020-LINDA VISTA	$ 26.97
PEREZ, IVON Total						**$ 26.97**
PEREZ, YAGAIRA	5/29/2026	4035039	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$ 92.96
PEREZ, YAGAIRA Total						**$ 92.96**
PERMANENT AGRICULTURE INC.	5/8/2026	4034626	FOOD	130	480-CHILD NUTRITION SERVICES	$ 1,020.00
	5/1/2026	4034536	FOOD	130	480-CHILD NUTRITION SERVICES	$ 3,947.00
	5/15/2026	4034778	FOOD	130	480-CHILD NUTRITION SERVICES	$ 4,377.00
	5/22/2026	4034894	FOOD	130	480-CHILD NUTRITION SERVICES	$ 7,577.00
	5/29/2026	4035040	FOOD	130	480-CHILD NUTRITION SERVICES	$ 9,711.00
PERMANENT AGRICULTURE INC. Total						**$ 26,632.00**
PETER P. IMPERIAL	5/22/2026	4034895	CONTRACTED SERVICES	010	470-TRANSPORTATION SERVICES	$ 789.00
PETER P. IMPERIAL Total						**$ 789.00**
PG&E	5/8/2026	4034741	GAS/ELECTRICITY	010	450-FACILITIES/PLANNING	$ 65.55
	5/7/2026	4034593	GAS/ELECTRICITY	010	450-FACILITIES/PLANNING	$ 171,835.52
	5/15/2026	4034846	GAS/ELECTRICITY	010	450-FACILITIES/PLANNING	$ 7.86
PG&E Total						**$ 171,908.93**
PHONG TRINH	5/8/2026	4034678	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 229.22
PHONG TRINH Total						**$ 229.22**
PILOT TRAVEL CENTERS LLC	5/22/2026	4034941	GASOLINE/FUEL	010	433-WAREHOUSE	$ 84.18
PILOT TRAVEL CENTERS LLC Total						**$ 84.18**
PINE HEALTH, LLC	5/15/2026	4034829	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 17,812.50
PINE HEALTH, LLC Total						**$ 17,812.50**
PIZZA MARIA	5/1/2026	4034569	CATERING	060	340-STUDENT SERVICES	$ 421.01
PIZZA MARIA Total						**$ 421.01**

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
PLAY THERAPY SUPPLY LLC	5/8/2026	4034627	MATERIALS AND SUPPLIES	060	260-OCALA	$ 626.67
	5/1/2026	4034496	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 511.57
		4034496	MATERIALS AND SUPPLIES	060	170-SHEPPARD	$ 3,203.71
		4034496	MATERIALS AND SUPPLIES	060	260-OCALA	$ 2,390.86
		4034496	MATERIALS AND SUPPLIES	060	285-ADELANTE II	$ 1,576.84
		4034496	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 172.06
		4034496	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 400.62
		4034570	MATERIALS AND SUPPLIES	060	260-OCALA	$ 1,118.95
PLAY THERAPY SUPPLY LLC Total						**$ 10,001.28**
POSITIVE PROMOTIONS INC	5/1/2026	4034497	MATERIALS AND SUPPLIES	010	240-SAN ANTONIO	$ 1,165.26
		4034497	MATERIALS AND SUPPLIES	010	270-LUCHA	$ 405.55
	5/29/2026	4035092	MATERIALS AND SUPPLIES	010	320-RUSSO	$ 1,060.10
POSITIVE PROMOTIONS INC Total						**$ 2,630.91**
POSITIVE SOLUTIONS, INC.	5/29/2026	4035071	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 5,500.00
POSITIVE SOLUTIONS, INC. Total						**$ 5,500.00**
PRE-PAID LEGAL SERVICES INC.	5/14/2026	4034756	MISCELLANEOUS DEDUCTIONS	010	000-DISTRICTWIDE - UNALLOCATE	$ 200.91
PRE-PAID LEGAL SERVICES INC. Total						**$ 200.91**
PRIMO BRANDS	5/8/2026	4034742	MATERIALS AND SUPPLIES	010	431-PURCHASING	$ 49.96
	5/1/2026	4034498	MATERIALS AND SUPPLIES	010	061-SEL - Social Emotional Learning	$ 102.70
		4034537	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 163.80
	5/14/2026	4034760	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 54.99
		4034760	MATERIALS AND SUPPLIES	010	270-LUCHA	$ 69.28
		4034760	MATERIALS AND SUPPLIES	010	295-RENAISSANCE II	$ 59.39
		4034760	MATERIALS AND SUPPLIES	010	305-CURR & INSTR	$ 54.99
		4034760	MATERIALS AND SUPPLIES	010	360-STATE & FEDERAL	$ 70.38
		4034760	MATERIALS AND SUPPLIES	010	470-TRANSPORTATION SERVICES	$ 284.26
		4034760	MATERIALS AND SUPPLIES	010	710-SUPERINTENDENT	$ 54.99
		4034760	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 340.11
	5/21/2026	4034873	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 184.80
		4034873	MATERIALS AND SUPPLIES	010	040-MCCOLLAM	$ 197.10
		4034873	MATERIALS AND SUPPLIES	010	160-PAINTER	$ 109.37
		4034873	MATERIALS AND SUPPLIES	010	260-OCALA	$ 183.89
		4034873	MATERIALS AND SUPPLIES	010	340-STUDENT SERVICES	$ 101.32
		4034873	MATERIALS AND SUPPLIES	010	430-FISCAL SERVICES	$ 177.25
		4034873	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 122.00
		4034873	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$ 131.01
	5/22/2026	4034942	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 94.02
	5/28/2026	4034996	MATERIALS AND SUPPLIES	010	061-SEL - Social Emotional Learning	$ 51.35
		4034996	MATERIALS AND SUPPLIES	010	240-SAN ANTONIO	$ 54.99
	5/29/2026	4035008	MATERIALS AND SUPPLIES	010	600-HUMAN RESOURCES	$ 112.00
PRIMO BRANDS Total						**$ 2,823.95**
PROTECTED INSURANCE PROGRAM FO	5/8/2026	4034628	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 163,716.00
PROTECTED INSURANCE PROGRAM FO Total						**$ 163,716.00**

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
PRSA INC	5/15/2026	4034808	CATERING	060	030-LYNDALE	$ 319.19
PRSA INC Total						**$ 319.19**
QUADIENT LEASING USA, INC	5/8/2026	4034629	RENTAL & LEASES-OTHR CONT	010	433-WAREHOUSE	$ 1,798.99
QUADIENT LEASING USA, INC Total						**$ 1,798.99**
QUINTERO, BENEDICTA	5/29/2026	4035009	MATERIALS AND SUPPLIES	060	160-PAINTER	$ 23.91
QUINTERO, BENEDICTA Total						**$ 23.91**
R & H WHOLESALE SUPPLY INC.	5/8/2026	4034716	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 172.10
	5/15/2026	4034847	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,963.37
R & H WHOLESALE SUPPLY INC. Total						**$ 2,135.47**
R & R REFRIGERATION & AIR	5/15/2026	4034830	REPAIR OF EQUIPMENT	130	480-CHILD NUTRITION SERVICES	$ 8,387.37
R & R REFRIGERATION & AIR Total						**$ 8,387.37**
RAMALHO, NELSON D. AND	5/8/2026	4034717	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 679.78
RAMALHO, NELSON D. AND Total						**$ 679.78**
RAQUEL D HUMMEL	5/22/2026	4034970	MATERIALS AND SUPPLIES	088	160-PAINTER	$ 33.20
RAQUEL D HUMMEL Total						**$ 33.20**
REALLY GOOD STUFF LLC	5/1/2026	4034499	MATERIALS AND SUPPLIES	010	280-ADELANTE	$ 131.23
		4034499	TEACHER SUPPLIES	010	270-LUCHA	$ 206.33
REALLY GOOD STUFF LLC Total						**$ 337.56**
REBECCA LEROUX	5/8/2026	4034679	CONTRACTED SERVICES	010	712-Communications	$ 10,000.00
REBECCA LEROUX Total						**$ 10,000.00**
RECOLOGY SOUTH BAY	5/7/2026	4034594	GARBAGE	010	450-FACILITIES/PLANNING	$ 18,495.98
	5/22/2026	4034909	GARBAGE	010	450-FACILITIES/PLANNING	$ 14,081.08
RECOLOGY SOUTH BAY Total						**$ 32,577.06**
REGINA A CARDENAS	5/29/2026	4035072	MILEAGE	060	061-SEL - Social Emotional Learning	$ 214.56
REGINA A CARDENAS Total						**$ 214.56**
RESTORATION MANAGEMENT COMPANY	5/15/2026	4034831	INSPECTIONS	010	450-FACILITIES/PLANNING	$ 1,950.00
RESTORATION MANAGEMENT COMPANY Total						**$ 1,950.00**
RICK DELONG	5/15/2026	4034848	CONTRACTED SERVICES	010	450-FACILITIES/PLANNING	$ 695.00
RICK DELONG Total						**$ 695.00**
RISING STAR SPED ACADEMY	5/15/2026	4034779	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 23,061.11
RISING STAR SPED ACADEMY Total						**$ 23,061.11**
RIVERSIDE ASSESSMENTS LLC	5/1/2026	4034500	MATERIALS AND SUPPLIES	080	380-SPECIAL EDUCATION	$ 4,087.86
RIVERSIDE ASSESSMENTS LLC Total						**$ 4,087.86**
RO HEALTH INC.	5/22/2026	4034971	CONTRACTED SERVICES	010	380-SPECIAL EDUCATION	$ 58,155.07
RO HEALTH INC. Total						**$ 58,155.07**
ROARING CAMP RAILROADS	5/7/2026	4034596	OUTDR ED-FLD TRIP-ADMISSI	060	030-LYNDALE	$ 678.75
ROARING CAMP RAILROADS Total						**$ 678.75**
ROCHESTER 100 INC.	5/1/2026	4034501	MATERIALS AND SUPPLIES	010	270-LUCHA	$ 462.00
ROCHESTER 100 INC. Total						**$ 462.00**
ROCKETSHIP FUERZA	5/8/2026	4034743	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 140,471.00
ROCKETSHIP FUERZA Total						**$ 140,471.00**
ROCKETSHIP SI SE PUEDE	5/8/2026	4034744	TRF TO CHARTER SCHL IN LI	010	000-DISTRICTWIDE - UNALLOCATE	$ 68,965.00
ROCKETSHIP SI SE PUEDE Total						**$ 68,965.00**

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
RODRIGUEZ, PATRICIA	5/15/2026	4034862	TRAVEL AND CONFERENCES	060	061-SEL - Social Emotional Learning	$ 58.34
		4034862	CATERING	010	270-LUCHA	$ 33.57
RODRIGUEZ, PATRICIA Total						**$ 91.91**
ROGELIO M. RUIZ	5/15/2026	4034809	LEGAL EXPENSES	010	400-SUPPORT SERVICES	$ 3,726.00
		4034809	LEGAL EXPENSES	010	600-HUMAN RESOURCES	$ 14,661.00
		4034809	LEGAL EXPENSES	010	700-BOARD OF TRUSTEES	$ 3,834.00
		4034809	LEGAL EXPENSES	010	710-SUPERINTENDENT	$ 3,294.00
ROGELIO M. RUIZ Total						**$ 25,515.00**
ROSA LARA-FERNANDEZ	5/15/2026	4034863	MILEAGE	060	305-CURR & INSTR	$ 92.80
ROSA LARA-FERNANDEZ Total						**$ 92.80**
ROSA PIMENTEL ALI	5/8/2026	4034680	MILEAGE	010	600-HUMAN RESOURCES	$ 94.26
ROSA PIMENTEL ALI Total						**$ 94.26**
ROUND TABLE PIZZA	5/1/2026	4034571	CATERING	010	160-PAINTER	$ 718.92
	5/22/2026	4034943	CATERING	088	285-ADELANTE II	$ 174.95
ROUND TABLE PIZZA Total						**$ 893.87**
ROYAL BRASS INC.	5/8/2026	4034718	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 367.94
		4034718	PARTS	010	470-TRANSPORTATION SERVICES	$ 31.24
ROYAL BRASS INC. Total						**$ 399.18**
RR DONNELLEY	5/22/2026	4034910	MATERIALS AND SUPPLIES	010	380-SPECIAL EDUCATION	$ 1,773.71
RR DONNELLEY Total						**$ 1,773.71**
RUBI SOLIS	5/1/2026	4034572	MATERIALS AND SUPPLIES	010	100-RYAN	$ 156.29
	5/14/2026	4034764	MATERIALS AND SUPPLIES	010	100-RYAN	$ 156.29
RUBI SOLIS Total						**$ 312.58**
RUSSELL SIGLER INC.	5/8/2026	4034719	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,066.58
RUSSELL SIGLER INC. Total						**$ 1,066.58**
SAN JOSE STATE UNIVERSITY	5/15/2026	4034780	PROF/CONSULT SVC OPERATIN	120	065-LCAP- EARLY LEARNING CTR	$ 1,350.00
SAN JOSE STATE UNIVERSITY Total						**$ 1,350.00**
SAN JOSE WATER COMPANY	5/7/2026	4034595	WATER	010	450-FACILITIES/PLANNING	$ 77,407.25
SAN JOSE WATER COMPANY Total						**$ 77,407.25**
SANCHEZ, MELANY	5/15/2026	4034781	MATERIALS AND SUPPLIES	010	320-RUSSO	$ 55.07
SANCHEZ, MELANY Total						**$ 55.07**
SANTA CLARA COUNTY OFFICE OF	5/1/2026	4034502	CONTRACTED SERVICES	060	285-ADELANTE II	$ 8,036.55
		4034502	CONTRACTED SERVICES	088	285-ADELANTE II	$ 8,036.55
		4034573	CONTRACTED SERVICES	010	160-PAINTER	$ 5,000.00
		4034573	CONTRACTED SERVICES	060	160-PAINTER	$ 14,075.00
		4034573	CONTRACTED SERVICES	088	160-PAINTER	$ 275.00
	5/22/2026	4034944	CONTRACTED SERVICES	010	080-HUBBARD	$ 11,381.34
		4034944	CONTRACTED SERVICES	060	080-HUBBARD	$ 11,381.34
SANTA CLARA COUNTY OFFICE OF Total						**$ 58,185.78**
SANTA CRUZ COUNTY OFFICE OF ED	5/8/2026	4034681	CONTRACTED SERVICES	060	320-RUSSO	$ 12,280.00
	5/15/2026	4034782	CONTRACTED SERVICES	060	040-MCCOLLAM	$ 11,490.00
		4034782	CONTRACTED SERVICES	088	040-MCCOLLAM	$ 7,490.00
SANTA CRUZ COUNTY OFFICE OF ED Total						**$ 31,260.00**

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
SANTA CRUZ SEASIDE COMPANY	5/22/2026	4034945	OUTDR ED-FLD TRIP-ADMISSI	088	170-SHEPPARD	$ 7,770.26
SANTA CRUZ SEASIDE COMPANY Total						**$ 7,770.26**
SANTANA PENA, ELIJAH	5/29/2026	4035041	CATERING	060	030-LYNDALE	$ 315.50
SANTANA PENA, ELIJAH Total						**$ 315.50**
SAVE MART SUPERMARKETS	5/1/2026	4034503	CATERING	060	340-STUDENT SERVICES	$ 167.51
		4034538	CATERING	010	360-STATE & FEDERAL	$ 135.95
	5/15/2026	4034810	CATERING	010	305-CURR & INSTR	$ 199.30
	5/22/2026	4034946	CATERING	010	305-CURR & INSTR	$ 172.81
	5/29/2026	4035060	CATERING	010	030-LYNDALE	$ 250.00
		4035086	CATERING	060	340-STUDENT SERVICES	$ 427.11
SAVE MART SUPERMARKETS Total						**$ 1,352.68**
SCHOLASTIC INC.	5/15/2026	4034783	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 5,559.74
	5/22/2026	4034947	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 8,941.41
SCHOLASTIC INC. Total						**$ 14,501.15**
SCHOOL DATEBOOKS	5/15/2026	4034811	MATERIALS AND SUPPLIES	060	260-OCALA	$ 4,562.16
SCHOOL DATEBOOKS Total						**$ 4,562.16**
SCHOOL NURSE SUPPLY INC.	5/1/2026	4034504	MATERIALS AND SUPPLIES	010	080-HUBBARD	$ 112.75
		4034504	MATERIALS AND SUPPLIES	010	120-APTITUD	$ 270.30
		4034504	MATERIALS AND SUPPLIES	010	285-ADELANTE II	$ 224.10
SCHOOL NURSE SUPPLY INC. Total						**$ 607.15**
SCHOOL SPECIALTY LLC	5/8/2026	4034630	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 562.83
		4034630	MATERIALS AND SUPPLIES	060	170-SHEPPARD	$ 1,200.55
	5/1/2026	4034505	MATERIALS AND SUPPLIES	060	295-RENAISSANCE II	$ 892.59
		4034505	TEACHER SUPPLIES	010	030-LYNDALE	$ 248.33
SCHOOL SPECIALTY LLC Total						**$ 2,904.30**
SCOOT EDUCATION INC.	5/15/2026	4034849	CONTRACTED SERVICES	010	600-HUMAN RESOURCES	$ 3,570.00
SCOOT EDUCATION INC. Total						**$ 3,570.00**
SECOND START LEARNING	5/15/2026	4034812	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 11,274.00
SECOND START LEARNING Total						**$ 11,274.00**
SECURITY CONTRACTOR SERVICES	5/8/2026	4034720	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 384.55
	5/1/2026	4034539	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 95.58
	5/15/2026	4034832	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 718.18
		4034850	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 64.70
SECURITY CONTRACTOR SERVICES Total						**$ 1,263.01**
SELENA MARIE GARCIA	5/15/2026	4034864	TRAVEL AND CONFERENCES	060	061-SEL - Social Emotional Learning	$ 290.35
	5/22/2026	4034972	MILEAGE	010	340-STUDENT SERVICES	$ 24.08
SELENA MARIE GARCIA Total						**$ 314.43**
SELF INSURED SCHOOLS OF	5/7/2026	4034592	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 936,328.00
SELF INSURED SCHOOLS OF Total						**$ 936,328.00**
SERVICE STATION SYSTEMS	5/29/2026	4035042	CONTRACTED SERVICES	010	470-TRANSPORTATION SERVICES	$ 283.00
		4035073	REPAIR OF EQUIPMENT	010	470-TRANSPORTATION SERVICES	$ 1,673.57
SERVICE STATION SYSTEMS Total						**$ 1,956.57**
SFCC INTERMEDIATEHOLDINGS INC	5/8/2026	4034631	CATERING	010	280-ADELANTE	$ 215.52

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
SFCC INTERMEDIATEHOLDINGS INC	5/8/2026	4034631	CATERING	088	285-ADELANTE II	$ 399.61
		4034682	CATERING	010	260-OCALA	$ 250.52
		4034721	CATERING	010	080-HUBBARD	$ 248.80
		4034745	CATERING	060	320-RUSSO	$ 186.98
	5/1/2026	4034588	CATERING	060	340-STUDENT SERVICES	$ 149.80
	5/5/2026	4034590	CATERING	010	260-OCALA	$ 197.44
	5/15/2026	4034813	CATERING	010	080-HUBBARD	$ 179.42
	5/22/2026	4034896	CATERING	010	170-SHEPPARD	$ 496.67
		4034948	CATERING	010	260-OCALA	$ 501.30
		4034948	CATERING	060	340-STUDENT SERVICES	$ 406.28
	5/29/2026	4035043	CATERING	088	285-ADELANTE II	$ 155.47
		4035061	CATERING	010	080-HUBBARD	$ 492.58
SFCC INTERMEDIATEHOLDINGS INC Total						**$ 3,880.39**
SHAYNE ZURILGEN	5/8/2026	4034632	FOOD	130	480-CHILD NUTRITION SERVICES	$ 2,578.45
	5/1/2026	4034574	FOOD	130	480-CHILD NUTRITION SERVICES	$ 2,821.70
	5/15/2026	4034784	FOOD	130	480-CHILD NUTRITION SERVICES	$ 2,821.70
	5/22/2026	4034897	FOOD	130	480-CHILD NUTRITION SERVICES	$ 2,432.50
	5/29/2026	4035044	FOOD	130	480-CHILD NUTRITION SERVICES	$ 2,335.20
SHAYNE ZURILGEN Total						**$ 12,989.55**
SMILING ROOTS	5/8/2026	4034633	CONTRACTED SERVICES	060	320-RUSSO	$ 5,900.00
SMILING ROOTS Total						**$ 5,900.00**
SOCIAL AND ENVIRONMENTAL	5/15/2026	4034785	CONTRACTED SERVICES	060	030-LYNDALE	$ 800.00
	5/22/2026	4034985	CONTRACTED SERVICES	060	170-SHEPPARD	$ 800.00
SOCIAL AND ENVIRONMENTAL Total						**$ 1,600.00**
SOUND SOULUTIONS LLC	5/8/2026	4034722	CONTRACTED SERVICES	010	340-STUDENT SERVICES	$ 5,000.00
SOUND SOULUTIONS LLC Total						**$ 5,000.00**
SOUTHERN COUNTIES LUBRICANTS	5/8/2026	4034683	GASOLINE/FUEL	010	470-TRANSPORTATION SERVICES	$ 17,716.46
	5/22/2026	4034949	GASOLINE/FUEL	010	470-TRANSPORTATION SERVICES	$ 8,843.86
SOUTHERN COUNTIES LUBRICANTS Total						**$ 26,560.32**
SPECTRUM CENTER INC.	5/15/2026	4034833	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 10,156.00
	5/22/2026	4034898	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 5,225.00
SPECTRUM CENTER INC. Total						**$ 15,381.00**
SPG THERAPY & EDUCATION	5/8/2026	4034684	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 20,923.98
	5/29/2026	4035074	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 15,942.08
SPG THERAPY & EDUCATION Total						**$ 36,866.06**
SPRINGBOARD COLLABORATIVE	5/8/2026	4034634	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 36,306.00
SPRINGBOARD COLLABORATIVE Total						**$ 36,306.00**
STANDARD INSURANCE CO.	5/14/2026	4034757	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 19,062.81
STANDARD INSURANCE CO. Total						**$ 19,062.81**
STARTING ARTS INC.	5/22/2026	4034899	CONTRACTED SERVICES	060	160-PAINTER	$ 1,575.00
STARTING ARTS INC. Total						**$ 1,575.00**
STATE OF CALIFORNIA	5/8/2026	4034685	FINGER PRINTING	010	600-HUMAN RESOURCES	$ 1,980.00
	5/29/2026	4035010	FINGER PRINTING	010	600-HUMAN RESOURCES	$ 2,860.00

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
STATE OF CALIFORNIA Total						**$ 4,840.00**
STEVE WEISS MUSIC	5/8/2026	4034635	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 1,553.13
		4034635	SUPPLY-INVENTORY(NON-CAP	060	310-MUSIC	$ 4,483.70
	5/15/2026	4034786	SUPPLY-INVENTORY(NON-CAP	060	310-MUSIC	$ 7,180.57
	5/22/2026	4034900	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 666.15
STEVE WEISS MUSIC Total						**$ 13,883.55**
STEVEN WAYNE DOTY	5/8/2026	4034723	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 449.00
	5/1/2026	4034540	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 7,500.00
STEVEN WAYNE DOTY Total						**$ 7,949.00**
STLR CORPORATION	5/15/2026	4034834	CONTRACTED SERVICES	010	400-SUPPORT SERVICES	$ 292.50
STLR CORPORATION Total						**$ 292.50**
STUDIO W ASSOCIATES INC.	5/15/2026	4034787	ARCHITECT FEES	210	270-LUCHA	$ 5,804.45
STUDIO W ASSOCIATES INC. Total						**$ 5,804.45**
SUNBELT RENTALS INC.	5/8/2026	4034724	EQUIPMENT RENTALS	050	450-FACILITIES/PLANNING	$ 412.70
	5/22/2026	4034911	EQUIPMENT RENTALS	050	450-FACILITIES/PLANNING	$ 2,428.15
SUNBELT RENTALS INC. Total						**$ 2,840.85**
SUNBELT STAFFING LLC	5/15/2026	4034814	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 30,633.40
SUNBELT STAFFING LLC Total						**$ 30,633.40**
SUZANNE CICALA	5/8/2026	4034686	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 396.73
SUZANNE CICALA Total						**$ 396.73**
SWEETWATER SOUND INC	5/15/2026	4034788	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 6,786.24
		4034815	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 941.59
		4034815	SUPPLY-INVENTORY(NON-CAP	060	310-MUSIC	$ 12,662.11
		4034835	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 1,128.53
	5/22/2026	4034901	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 305.66
SWEETWATER SOUND INC Total						**$ 21,824.13**
SYSCO SAN FRANCISCO INC.	5/21/2026	4034877	FOOD	130	480-CHILD NUTRITION SERVICES	$ 10,352.33
SYSCO SAN FRANCISCO INC. Total						**$ 10,352.33**
TAG/AMS. INC.	5/15/2026	4034816	CONTRACTED SERVICES	010	470-TRANSPORTATION SERVICES	$ 980.00
TAG/AMS. INC. Total						**$ 980.00**
TALTON, VERONICA	5/8/2026	4034687	MILEAGE	010	310-MUSIC	$ 25.38
TALTON, VERONICA Total						**$ 25.38**
TANYA GRACE GUERRERO	5/15/2026	4034865	MATERIALS AND SUPPLIES	060	401-CLEARING	$ 194.72
TANYA GRACE GUERRERO Total						**$ 194.72**
TARGET SPECIALTY PRODUCTS	5/8/2026	4034725	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 473.10
	5/1/2026	4034541	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 2,231.26
TARGET SPECIALTY PRODUCTS Total						**$ 2,704.36**
TAYMARK	5/29/2026	4035045	MATERIALS AND SUPPLIES	010	240-SAN ANTONIO	$ 96.60
TAYMARK Total						**$ 96.60**
TEACHER CREATED MATERIALS INC.	5/1/2026	4034506	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 1,926.78
	5/15/2026	4034789	MATERIALS AND SUPPLIES	060	305-CURR & INSTR	$ 7,536.14
TEACHER CREATED MATERIALS INC. Total						**$ 9,462.92**
TEAMSTERS LOCAL #150	5/14/2026	4034758	DUES	010	000-DISTRICTWIDE - UNALLOCATE	$ 10,381.00

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
TEAMSTERS LOCAL #150 Total						**$ 10,381.00**
TEAMSTERS MANAGED TRUST FUNDS	5/8/2026	4034726	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 245,642.00
TEAMSTERS MANAGED TRUST FUNDS Total						**$ 245,642.00**
TERESA N DECELLES	5/8/2026	4034688	TRAVEL AND CONFERENCES	010	400-SUPPORT SERVICES	$ 347.60
TERESA N DECELLES Total						**$ 347.60**
TEXAS LIFE INSURANCE	5/14/2026	4034759	LIFE INSURANCE	010	000-DISTRICTWIDE - UNALLOCATE	$ 6,814.46
TEXAS LIFE INSURANCE Total						**$ 6,814.46**
THE CITY PEACE PROJECT	5/8/2026	4034636	CONTRACTED SERVICES	060	285-ADELANTE II	$ 4,680.00
		4034727	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 7,200.00
	5/22/2026	4034950	CONTRACTED SERVICES	060	360-STATE & FEDERAL	$ 5,000.00
THE CITY PEACE PROJECT Total						**$ 16,880.00**
THE CREEKSIDE SCHOOL	5/15/2026	4034836	SUBAGREEMENTS FOR SERVICE	080	380-SPECIAL EDUCATION	$ 11,480.00
THE CREEKSIDE SCHOOL Total						**$ 11,480.00**
THE GOODYEAR TIRE & RUBBER	5/22/2026	4034951	TIRES	010	470-TRANSPORTATION SERVICES	$ 5,648.38
THE GOODYEAR TIRE & RUBBER Total						**$ 5,648.38**
THE PAPE' GROUP INC	5/22/2026	4034952	PREVENTIVE EQUIP MAINTENA	010	433-WAREHOUSE	$ 334.00
THE PAPE' GROUP INC Total						**$ 334.00**
THE PROPHET CORPORATION	5/8/2026	4034637	MATERIALS AND SUPPLIES	010	120-APTITUD	$ 1,281.87
		4034728	MATERIALS AND SUPPLIES	088	170-SHEPPARD	$ 645.92
THE PROPHET CORPORATION Total						**$ 1,927.79**
THE ROOTER SERVICE	5/29/2026	4035046	CONTRACTED SERVICES	050	450-FACILITIES/PLANNING	$ 1,590.00
THE ROOTER SERVICE Total						**$ 1,590.00**
THE SHERWIN-WILLIAMS COMPANY	5/1/2026	4034542	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 189.54
THE SHERWIN-WILLIAMS COMPANY Total						**$ 189.54**
THE STEPPING STONES GROUP LLC	5/1/2026	4034507	CONTRACTED SERVICES	060	061-SEL - Social Emotional Learning	$ 1,936.20
	5/15/2026	4034790	CONTRACTED SERVICES	060	061-SEL - Social Emotional Learning	$ 3,964.80
	5/22/2026	4034953	CONTRACTED SERVICES	060	061-SEL - Social Emotional Learning	$ 3,789.45
THE STEPPING STONES GROUP LLC Total						**$ 9,690.45**
THE TOWN PROJECT	5/22/2026	4034954	CONTRACTED SERVICES	060	240-SAN ANTONIO	$ 8,087.50
		4034954	CONTRACTED SERVICES	060	270-LUCHA	$ 8,087.50
THE TOWN PROJECT Total						**$ 16,175.00**
THERAPY TRAVELERS	5/15/2026	4034817	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 3,500.00
THERAPY TRAVELERS Total						**$ 3,500.00**
THINK TOGETHER	5/8/2026	4034689	SUBAGREEMENTS FOR SERVICE	060	360-STATE & FEDERAL	$ 118,058.30
	5/1/2026	4034575	SUBAGREEMENTS FOR SERVICE	120	066-CSPP THINK TOGETHER MULTI SITE	$ 136,310.08
THINK TOGETHER Total						**$ 254,368.38**
THOMAS WOO	5/8/2026	4034690	MILEAGE	010	310-MUSIC	$ 49.30
THOMAS WOO Total						**$ 49.30**
TIERNEY LOPEZ	5/29/2026	4035075	MILEAGE	080	380-SPECIAL EDUCATION	$ 320.45
TIERNEY LOPEZ Total						**$ 320.45**
TRUONG, TUC T AND	5/8/2026	4034691	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 221.70
	5/1/2026	4034576	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 458.08
TRUONG, TUC T AND Total						**$ 679.78**

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name		Date	Warrant #	Object Descr	Fund	Location Name		Sum of Amount
TU TRUONG		5/8/2026	4034729	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$	229.22
TU TRUONG	**Total**						**$**	**229.22**
U.S. BANK		5/18/2026	4034869	DUES AND MEMBERSHIPS	010	700-BOARD OF TRUSTEES	$	150.00
			4034869	LICENSING AGREEMENTS	010	460-TECHNOLOGY SERVICES	$	367.67
			4034869	LICENSING AGREEMENTS	010	470-TRANSPORTATION SERVICES	$	86.31
			4034869	MATERIALS AND SUPPLIES	010	460-TECHNOLOGY SERVICES	$	178.46
			4034869	MATERIALS AND SUPPLIES	060	360-STATE & FEDERAL	$	552.93
			4034869	MATERIALS AND SUPPLIES	060	401-CLEARING	$	86.18
			4034869	MATERIALS AND SUPPLIES	130	480-CHILD NUTRITION SERVICES	$	144.60
			4034869	REPAIR OF EQUIPMENT	130	480-CHILD NUTRITION SERVICES	$	120.00
			4034869	SUPPLY-INVENTORY(NON-CAP	010	460-TECHNOLOGY SERVICES	$	1,657.94
			4034869	TRAVEL AND CONFERENCES	010	460-TECHNOLOGY SERVICES	$	2,577.50
			4034869	CATERING	010	600-HUMAN RESOURCES	$	519.70
			4034869	CATERING	010	710-SUPERINTENDENT	$	606.97
			4034869	PREPAID EXPENDITURES	010	000-DISTRICTWIDE - UNALLOCATE	$	900.00
U.S. BANK	**Total**						**$**	**7,948.26**
UBEO WEST		5/8/2026	4034638	PREVENTIVE EQUIP MAINTENA	010	020-LINDA VISTA	$	244.00
			4034638	PREVENTIVE EQUIP MAINTENA	010	040-MCCOLLAM	$	562.45
			4034638	PREVENTIVE EQUIP MAINTENA	010	120-APTITUD	$	924.38
			4034638	PREVENTIVE EQUIP MAINTENA	010	170-SHEPPARD	$	427.00
			4034638	PREVENTIVE EQUIP MAINTENA	010	305-CURR & INSTR	$	187.34
			4034638	PREVENTIVE EQUIP MAINTENA	010	320-RUSSO	$	268.14
			4034638	PREVENTIVE EQUIP MAINTENA	010	340-STUDENT SERVICES	$	368.13
			4034638	PREVENTIVE EQUIP MAINTENA	010	434-PRINT SHOP	$	2,449.13
			4034638	PREVENTIVE EQUIP MAINTENA	210	450-FACILITIES/PLANNING	$	26.60
			4034638	PREVENTIVE EQUIP MAINTENA	210	451-BONDS DEPARTMENT	$	241.08
		5/1/2026	4034508	MATERIALS AND SUPPLIES	010	434-PRINT SHOP	$	200.00
			4034543	PREVENTIVE EQUIP MAINTENA	010	470-TRANSPORTATION SERVICES	$	198.38
			4034543	PREVENTIVE EQUIP MAINTENA	060	030-LYNDALE	$	331.29
			4034577	PREVENTIVE EQUIP MAINTENA	010	240-SAN ANTONIO	$	507.97
			4034577	PREVENTIVE EQUIP MAINTENA	010	260-OCALA	$	584.58
			4034577	PREVENTIVE EQUIP MAINTENA	010	270-LUCHA	$	338.64
			4034577	PREVENTIVE EQUIP MAINTENA	010	710-SUPERINTENDENT	$	184.87
		5/15/2026	4034818	PREVENTIVE EQUIP MAINTENA	010	260-OCALA	$	492.43
			4034818	PREVENTIVE EQUIP MAINTENA	010	434-PRINT SHOP	$	1,319.21
		5/22/2026	4034955	PREVENTIVE EQUIP MAINTENA	010	030-LYNDALE	$	421.09
			4034955	PREVENTIVE EQUIP MAINTENA	060	240-SAN ANTONIO	$	306.47
			4034955	PREVENTIVE EQUIP MAINTENA	060	270-LUCHA	$	204.31
UBEO WEST	**Total**						**$**	**10,787.49**
UBEO WEST LLC		5/15/2026	4034791	PREVENTIVE EQUIP MAINTENA	010	305-CURR & INSTR	$	(617.59)
			4034791	RENTAL & LEASES-OTHR CONT	010	305-CURR & INSTR	$	823.29
		5/22/2026	4034956	RENTAL & LEASES-OTHR CONT	010	305-CURR & INSTR	$	205.70
UBEO WEST LLC	**Total**						**$**	**411.40**

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
UCHICUA,SANTOS	5/29/2026	4035047	PARCEL TAX	010	000-DISTRICTWIDE - UNALLOCATE	$ 229.22
UCHICUA,SANTOS Total						**$ 229.22**
UHS PREMIUM BILLING	5/29/2026	4035048	OTHER INSURANCE	670	600-HUMAN RESOURCES	$ 20,986.16
UHS PREMIUM BILLING Total						**$ 20,986.16**
ULINE INC	5/1/2026	4034509	MATERIALS AND SUPPLIES	010	170-SHEPPARD	$ 7,831.91
	5/22/2026	4034957	MATERIALS AND SUPPLIES	010	433-WAREHOUSE	$ 1,400.81
ULINE INC Total						**$ 9,232.72**
UNITED PARCEL SERVICE	5/8/2026	4034639	POSTAGE	010	433-WAREHOUSE	$ 119.22
UNITED PARCEL SERVICE Total						**$ 119.22**
UNITED REFRIGERATION INC.	5/29/2026	4035049	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 245.08
UNITED REFRIGERATION INC. Total						**$ 245.08**
UNIVERSITY ENTERPRISES	5/15/2026	4034819	TRAVEL AND CONFERENCES	060	310-MUSIC	$ 750.00
UNIVERSITY ENTERPRISES Total						**$ 750.00**
VANESA PEREZ SERRA	5/22/2026	4034973	PROF/CONSULT SVC OPERATIN	010	600-HUMAN RESOURCES	$ 298.00
VANESA PEREZ SERRA Total						**$ 298.00**
VARITRONICS LLC	5/8/2026	4034640	MATERIALS AND SUPPLIES	010	030-LYNDALE	$ 1,804.63
VARITRONICS LLC Total						**$ 1,804.63**
VELAZQUEZ, ANA	5/1/2026	4034578	CATERING	010	061-SEL - Social Emotional Learning	$ 153.82
VELAZQUEZ, ANA Total						**$ 153.82**
VINH, MINH-KHOA	5/15/2026	4034866	TRAVEL AND CONFERENCES	060	160-PAINTER	$ 214.19
VINH, MINH-KHOA Total						**$ 214.19**
VISTA CENTER FOR THE BLIND &	5/15/2026	4034792	CONTRACTED SERVICES	080	380-SPECIAL EDUCATION	$ 1,155.00
VISTA CENTER FOR THE BLIND & Total						**$ 1,155.00**
VITTALBABU, CHANDRASHEKA	5/29/2026	4035050	TRAVEL AND CONFERENCES	080	380-SPECIAL EDUCATION	$ 82.00
VITTALBABU, CHANDRASHEKA Total						**$ 82.00**
W.W. GRAINGER INC.	5/8/2026	4034730	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 265.38
	5/1/2026	4034544	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 538.26
	5/22/2026	4034912	MATERIALS AND SUPPLIES	050	450-FACILITIES/PLANNING	$ 1,754.34
W.W. GRAINGER INC. Total						**$ 2,557.98**
WALTER P SHULTZ	5/22/2026	4034958	MATERIALS AND SUPPLIES	010	020-LINDA VISTA	$ 1,358.45
WALTER P SHULTZ Total						**$ 1,358.45**
WAXIE'S ENTERPRISE LLC	5/8/2026	4034731	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 5,798.52
	5/1/2026	4034545	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 4,293.58
	5/15/2026	4034851	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 93.67
	5/22/2026	4034913	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 21,252.66
	5/29/2026	4035051	MATERIALS AND SUPPLIES	010	450-FACILITIES/PLANNING	$ 9,610.29
WAXIE'S ENTERPRISE LLC Total						**$ 41,048.72**
WBCP, INC.	5/22/2026	4034959	CONTRACTED SERVICES	010	700-BOARD OF TRUSTEES	$ 12,600.00
		4034959	CONTRACT REIMBURSABLES	010	700-BOARD OF TRUSTEES	$ 4,540.57
WBCP, INC. Total						**$ 17,140.57**
WENGER CORPORATION	5/22/2026	4034960	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 65,794.57
WENGER CORPORATION Total						**$ 65,794.57**
WEST MUSIC COMPANY INC	5/22/2026	4034902	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 8,320.26

AP Check Register - Pivot Table Summary by Vendor
May 2026

Vendor Name	Date	Warrant #	Object Descr	Fund	Location Name	Sum of Amount
WEST MUSIC COMPANY INC	5/22/2026	4034961	MATERIALS AND SUPPLIES	060	310-MUSIC	$ 149.99
WEST MUSIC COMPANY INC Total						**$ 8,470.25**
WEST, JENNIFER	5/8/2026	4034692	MILEAGE	080	380-SPECIAL EDUCATION	$ 51.48
	5/22/2026	4034974	MILEAGE	080	380-SPECIAL EDUCATION	$ 56.55
WEST, JENNIFER Total						**$ 108.03**
WEX Health Inc	5/15/2026	4034867	PROF/CONSULT SVC OPERATIN	670	600-HUMAN RESOURCES	$ 60.00
WEX Health Inc Total						**$ 60.00**
WHITE, KELSEY	5/22/2026	4034975	MATERIALS AND SUPPLIES	060	260-OCALA	$ 536.59
		4034975	CATERING	060	260-OCALA	$ 82.35
WHITE, KELSEY Total						**$ 618.94**
WILL ENTERPRISES, INC	5/8/2026	4034641	ACCTS PAYABLE-USE TAX	088	000-DISTRICTWIDE - UNALLOCATE	$ (302.74)
		4034641	MATERIALS AND SUPPLIES	088	320-RUSSO	$ 3,330.13
WILL ENTERPRISES, INC Total						**$ 3,027.39**
WOWZY CREATION CORP.	5/29/2026	4035076	MATERIALS AND SUPPLIES	010	360-STATE & FEDERAL	$ 455.43
WOWZY CREATION CORP. Total						**$ 455.43**
XEROX IT SOLUTIONS, INC.	5/1/2026	4034510	MATERIALS AND SUPPLIES	060	240-SAN ANTONIO	$ 6,085.63
		4034510	MATERIALS AND SUPPLIES	060	285-ADELANTE II	$ 7,405.20
XEROX IT SOLUTIONS, INC. Total						**$ 13,490.83**
Grand Total						$ 7,817,074.42

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 29, 2026

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

Support Information The District has received grants/awards as summarized on the attached sheet dated June 11, 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:

13.4
Agenda Placement

Meeting: June 11, 2026
Regular Board Meeting

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
2025 Kitchen Infrastructure and Training (KIT) Grant	$262,433.23	California Department of Education	The 2025 KIT Grant supports improving the quality of meals served through the National School Lunch Program (NSLP) and School Breakfast Program (SBP), which may include procurement of California-grown food, food service staff training and salaries, and kitchen infrastructure upgrades.
Retention & Recruitment (R&R) Grant	$24,328.57	California Department of Education	The R&R Grant competitively awards funding to support the retention and recruitment of school food service workers.
Valley Water Refill Station Grant Program	$10,000.00	Santa Clara Valley Water District	The Valley Water Refill Station Grant Program awarded funding to install water-bottle refill stations at Aptitud Academy at Goss and Ben Painter Elementary School.

California Department of Education
AO-400 (REV. 10/2024)

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Sandra Garcia, Superintendent Alum Rock Union Elementary School District 2930 Gay Ave. San Jose, CA 95127-2322	FY	PCA	Service Location	Suffix
	25	25789	C0662	00
Attention Denisse Mendez	INDEX		County Code	
Email sandra.garcia@arusd.org	0190		43	
Telephone 408-928-6822	STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)	Resource Code		Revenue Object Code	
Program Office	7041		8520	
Name of Grant Program 2025 Kitchen Infrastructure and Training (KIT) Grant				

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$262,433.23		$262,433.23		7-1-25	6-30-28

ALN	Federal Award ID Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the 2025 Kitchen Infrastructure and Training Grant (KIT).

This award is made contingent upon the availability of funds. If the legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please read the terms of this Grant Award Notification and submit your e-signature to accept this award within 10 business days via Adobe Sign. Upon completion, an automated email with a final PDF copy will be sent to all parties, including food service directors/managers who are cc'd on the award email with view only access.

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the analyst listed below to discuss other signing options.

California Department of Education Contact Danielle Rice	**Job Title** Analyst II
E-mail Address kit2025@cde.ca.gov	**Telephone** 916-323-2538
Authorized by the State Superintendent of Public Instruction or Designee Tony Thurmond	**Date** May 12, 2026

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.

Printed Name of Authorized Agent Sandra Garcia	**Title** Interim Superintendent
E-mail Address sandra.garcia@arusd.org	**Telephone** (408)928-6822
Signature Sandra Garcia Sandra Garcia (May 29, 2026 17:04:16 PDT)	**Date** May 29, 2026

2025 Kitchen Infrastructure and Training (KIT) Grant Supplemental Agreement between the California Department of Education and Alum Rock Union Elementary School District

Congratulations on your success in competing for these grant funds. We applaud your commitment to providing nutritious meals to California's children. This grant is authorized by Assembly Bill 121 (Committee on Budget. Education finance: education omnibus budget trailer bill). Section 79 of this law appropriated $145 million from the State of California's General Fund to the CDE to competitively award KIT Grants.

The 2025 KIT Grant supports improving the quality of meals served through the National School Lunch Program (NSLP) and School Breakfast Program (SBP), which may include procurement of California-grown, whole or minimally processed food, food service staff training and salaries, and kitchen infrastructure upgrades. For more information on this grant, please refer to the 2025 KIT Grant web page at https://www.cde.ca.gov/ls/nu/sn/kit2025.asp.

This Grant Award Notification (GAN) must be signed and submitted to the Nutrition Services Division before any grant funds can be disbursed to your district or agency. Please keep a copy for your records.

Upon receipt of a signed copy of this GAN, the CDE will disburse the initial 50 percent of the awarded grant funding. All grantees will be required to complete both a progress report and final report. Once the progress report has been submitted, school food authorities (SFA) will be eligible to receive an additional 25 percent of their remaining grant award total. The CDE will distribute the remaining 25 percent upon receipt of the SFA's final report. If your district or agency does not submit a progress report or a final report, then your total award may be rescinded. Incomplete or missing progress reports or final reports may result in the described loss of funding. The text within this paragraph constitutes all required notice.

GRANTEES AGREE TO:

- Be an approved NSLP and SBP sponsor prior to receiving grant funding.
- Encumber funds for the approved program activities in accordance with the grant regulations and all applicable regulatory requirements regarding the administration and expenditure of these funds by the end date indicated on the first page of this grant.
- Submit a progress report by January 30, 2027.
- Submit a final report by June 30, 2029.
- Return unused funds within 30 days of receiving a CDE billing notice.

Alum Rock Union Elementary School District Grant Award Notification

Final Audit Report 2026-05-30

Created:	2026-05-12
By:	CDE KIT2025 (KIT2025@cde.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ434Ol2qZLoJp32uFBqF_akaDOuN05tx

"Alum Rock Union Elementary School District Grant Award Notification" History

Document created by CDE KIT2025 (KIT2025@cde.ca.gov)
2026-05-12 - 8:12:54 PM GMT- IP address: 35.162.126.140

Document emailed to sandra.garcia@arusd.org for signature
2026-05-12 - 8:13:03 PM GMT

Email viewed by sandra.garcia@arusd.org
2026-05-19 - 8:15:30 PM GMT- IP address: 66.249.84.171

Email viewed by sandra.garcia@arusd.org
2026-05-20 - 6:44:56 AM GMT- IP address: 146.75.154.0

Email viewed by sandra.garcia@arusd.org
2026-05-27 - 5:21:56 AM GMT- IP address: 146.75.154.0

Email viewed by sandra.garcia@arusd.org
2026-05-30 - 0:03:16 AM GMT- IP address: 66.249.84.162

Signer sandra.garcia@arusd.org entered name at signing as Sandra Garcia
2026-05-30 - 0:04:14 AM GMT- IP address: 206.213.189.98

Document e-signed by Sandra Garcia (sandra.garcia@arusd.org)
Signature Date: 2026-05-30 - 0:04:16 AM GMT - Time Source: server- IP address: 206.213.189.98 - Signature Appearance Selected: TYPE

Agreement completed.
2026-05-30 - 0:04:16 AM GMT

Powered by Adobe Acrobat Sign

California Department of Education
AO-400 (REV. 10/2024)

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
German Cerda, Superintendent Alum Rock Union Elementary School District 2930 Gay Ave. San Jose, CA 95127-2322	FY	PCA	Service Location	Suffix
	25	25789	69369	00
Attention Denisse Mendez	INDEX		County Code	
Email german.cerda@arusd.org	0190		43	
Telephone 408-928-6822	STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)	Resource Code		Revenue Object Code	
Program Office	7042		8520	
Name of Grant Program Retention & Recruitment (R&R) Grant				

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$24,328.57		$24,328.57		7/1/2025	6/30/2028

ALN	Federal Award ID Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the 2025 Retention and Recruitment (R&R) Grant.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please read the terms of this Grant Award Notification and submit your e-signature to accept this award within 10 business days via Adobe Sign. Upon completion, an automated email with a final PDF copy will be sent to all parties, including food service directors/managers who are cc'd on the award email with view only access.

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the analyst listed below to discuss other signing options.

California Department of Education Contact	Job Title
Danielle Rice	Analyst II
E-mail Address kit2025@cde.ca.gov	**Telephone** 916-323-2538
Authorized by the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** May 11, 2026

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.

Printed Name of Authorized Agent	Title
Sandra Garcia	Interim Superintendent
E-mail Address sandra.garcia@arusd.org	**Telephone** (408)928-6822
Signature ▸ Sandra Garcia Sandra Garcia (May 28, 2026 10:41:45 PDT)	**Date** May 28, 2026

Retention & Recruitment (R&R) Grant Supplemental Agreement between the California Department of Education and Alum Rock Union Elementary School District

Congratulations on your success in competing for these grant funds. We applaud your commitment to providing nutritious meals to California's children. This grant is authorized by Senate Bill 121 (Committee on Budget. Education finance: education omnibus budget trailer bill). Section 79 of this law appropriated $10 million in funds from the State of California's General Fund to the CDE to competitively award the R&R Grant.

The R&R Grant competitively awards funding to support the retention and recruitment of school food service workers. For more information on this grant, please refer to the 2025 Retention and Recruitment Grant web page at https://www.cde.ca.gov/ls/nu/sn/kit2025.asp.

This Grant Award Notification (GAN) must be signed and submitted to the Nutrition Services Division before any grant funds can be disbursed to your district or agency. Please keep a copy for your records.

Upon receipt of a signed copy of this GAN, the CDE will distribute the initial 90 percent of the awarded grant funding. The CDE will distribute the remaining 10 percent upon receipt of the school food authority's final report. If your district or agency does not submit a final report, then your total award may be rescinded. Incomplete or missing final reports may result in the described loss of funding. The text within this paragraph constitutes all required notice.

GRANTEES AGREE TO:

- Be an approved School Breakfast Program and National School Lunch Program sponsor prior to receiving grant funding.
- Encumber funds for the approved program activities in accordance with the grant regulations and all applicable regulatory requirements regarding the administration and expenditure of these funds by the end date indicated on the first page of this grant.
- Seek input from applicable unions/bargaining units, human resources, food service administrators, governing board or body members, staff, and parents on how the improved retention and recruitment initiatives will increase access to fresh, healthy school meals and address local priorities.
- Submit a final report by June 30, 2029.
- Return unused funds within 30 days of receiving a CDE billing notice.

Alum Rock Union Elementary School District Grant Award Notification

Final Audit Report 2026-05-28

Created:	2026-05-11
By:	CDE KIT2025 (KIT2025@cde.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANEXfgBSKSRsyO1teXFR8DsEEKMIxXGQA

"Alum Rock Union Elementary School District Grant Award Notification" History

Document created by CDE KIT2025 (KIT2025@cde.ca.gov)
2026-05-11 - 6:13:37 PM GMT- IP address: 52.33.110.59

Document emailed to German Cerda (german.cerda@arusd.org) for signature
2026-05-11 - 6:13:48 PM GMT

Email sent to German Cerda (german.cerda@arusd.org) bounced and could not be delivered
2026-05-11 - 6:13:50 PM GMT

CDE KIT2025 (KIT2025@cde.ca.gov) added alternate signer sandra.garcia@arusd.org. The original signer German Cerda (german.cerda@arusd.org) can still sign.
2026-05-13 - 10:17:53 PM GMT- IP address: 170.85.54.108

Document emailed to sandra.garcia@arusd.org for signature
2026-05-13 - 10:17:54 PM GMT

Email viewed by sandra.garcia@arusd.org
2026-05-14 - 6:10:20 AM GMT- IP address: 146.75.154.1

Email sent to German Cerda (german.cerda@arusd.org) bounced and could not be delivered
2026-05-18 - 6:09:25 PM GMT

Email viewed by sandra.garcia@arusd.org
2026-05-19 - 5:31:02 AM GMT- IP address: 146.75.136.1

Email sent to German Cerda (german.cerda@arusd.org) bounced and could not be delivered
2026-05-19 - 5:55:46 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by sandra.garcia@arusd.org

2026-05-25 - 6:09:00 PM GMT- IP address: 66.249.84.168

Email sent to German Cerda (german.cerda@arusd.org) bounced and could not be delivered

2026-05-27 - 6:07:20 PM GMT

Email viewed by sandra.garcia@arusd.org

2026-05-27 - 6:09:30 PM GMT- IP address: 66.249.84.168

Signer sandra.garcia@arusd.org entered name at signing as Sandra Garcia

2026-05-28 - 5:41:43 PM GMT- IP address: 206.213.189.98

Document e-signed by Sandra Garcia (sandra.garcia@arusd.org)

Signature Date: 2026-05-28 - 5:41:47 PM GMT - Time Source: server- IP address: 206.213.189.98 - Signature Appearance Selected: TYPE

Agreement completed.

2026-05-28 - 5:41:47 PM GMT

Powered by
Adobe
Acrobat Sign

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

Santa Clara Valley Water Refill Station Grant Program

To: Sandra Garcia, Interim Superintendent

From: Eric Wasinger, Senior Executive of Bonds, Maintenance, Operations and Transportation

Re: Approve $10,000 In Grant Funding from the Santa Clara Valley Water District

Date: June 11, 2026

Staff Analysis:

The Bonds Department, through the Valley Water Refill Station Grant Program, applied for and received $10,000 in grant funding ($5,000 each) to install water-bottle refill stations at the following school sites:

Aptitud Academy at Goss and Ben Painter Elementary School

This effort supports the district's ongoing goal to bring refill stations to every school site. Having these stations makes it easier for everyone to use reusable water bottles, cut down on plastic waste, and endure students, staff, and the community have access to clean drinking water.

Sandra Garcia, Interim Superintendent

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

Valley Water

SANTA CLARA VALLEY WATER DISTRICT

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM
FY 2026 SAFE, CLEAN WATER PROJECT F9 VALLEY WATER REFILL STATION GRANT AGREEMENT

This FY 2026 Safe, Clean Water Project F9 Valley Water Refill Station Grant Agreement (Agreement), effective upon full execution is entered into by and between the Santa Clara Valley Water District (Valley Water), a California special district, and Alum Rock Union Elementary School District (Grantee), a public school district incorporated in the State of California. Valley Water and Grantee may be referred to individually as a Party or collectively as the Parties.

A. GENERAL PROVISIONS

1. Purpose of Grant

a. The grant funds (Grant) will provide funding to support Grantee's Valley Water Refill Station Project (Project) which will install and maintain a new water refill station at Aptitud Academy at Goss located at 2475 Van Windle Lane, San Jose, CA 95116. Grantee is responsible for ongoing maintenance and replacement equipment for the water refill station beyond the Agreement term.

b. The total grant amount provided pursuant to this Agreement shall not exceed $5,000.00 (Five-Thousand Dollars) (Grant Amount).

c. In accepting any portion of the Grant Amount, Grantee agrees that it shall expend the grant funds only to perform and complete the Project, including purchasing the materials, equipment, or other goods and/or services required to complete the Project.

2. Grant Funds Disbursement

a. The initial invoice for 50% of the Grant Amount may be submitted only after: (1) this Agreement is fully executed; (2) completed and signed Federal Taxpayer ID form has been submitted; and (3) Grantee submits a signed payment request.

b. Valley Water will pay Grantee the remaining 50% of the Grant Amount upon receipt of a signed payment request and a photograph of the fully installed, operating water refill station. Further, in the event Grantee fails to complete the Project within the term of this Agreement or in accordance with the required terms of this Agreement, Grantee, upon Valley Water demand, shall refund Valley Water all portions of the Grant received.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

3. Term and Termination

a. The term of this Agreement commences on the date it is fully executed (Effective Date) and expires exactly one (1) year from the Effective Date. Either Grantee or Valley Water may unilaterally terminate this Agreement at any time by providing thirty (30) days written notice to the other Party.

b. Notwithstanding the foregoing, paragraph A.6. Indemnification and paragraph A.11. Choice of Law and Venue shall survive termination, expiration, suspension, and completion of this Agreement.

4. Grant Administration

Each Party's primary representative for the administration of this Agreement is as follows:

Valley Water	Alum Rock Union Elementary School District
Amy Fonseca Supervising Program Administrator 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-3005 Email: afonseca@valleywater.org	Teresa DeCelles Assistant Superintendent of Business Services 2930 Gay Ave San Jose, CA 95127 Phone: (408) 928-6800 Email: teresa.decelles@arusd.org

5. Inspection of Records

a. Grantee agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide Valley Water and its agent(s), with any relevant information requested, in electronic and hard copy format, at Valley Water's discretion, and will permit Valley Water and its agent(s), access to Grantee's premises, upon reasonable notice, during normal business hours for the purpose of interviewing Grantee's employees (alternatively, by phone) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining Grantee's compliance with this Agreement.

b. Grantee further agrees to maintain such records for a period of three (3) years after final payment made in accordance with this Agreement.

6. Indemnification

(Government agency) In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, Valley Water and Grantee agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost,

damage or liability imposed for injury (as defined in Government Code 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. No party, nor any officer, board member, employees, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this Agreement. The rights, duties, and obligations of the Parties as set forth above in this paragraph A.6. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

7. Compliance With Laws

Grantee shall at all times in the performance of its obligations pursuant to this Agreement, comply with all applicable federal, state, and local codes, ordinances, regulations, statutes, and laws as each currently exists and as may hereafter be amended, including but not limited to financial requirements, legal requirements for construction contracts such as California's contractor's license laws and prevailing wage laws, building codes, health and safety codes, and laws and codes relating to individuals with disabilities.

8. Grantee Not an Agent of Santa Clara Valley Water District

In the performance of this Agreement, Grantee is acting as an independent contractor, and neither Grantee nor its employees or contractors are the servants, agents, or employees of Valley Water. Grantee shall have no authority, express or implied, pursuant to this Agreement, to bind Valley Water to any obligation whatsoever. Grantee shall not use Valley Water materials including logos, flyers, etc., without written permission from Valley Water.

9. Equal Opportunity

a. Valley Water is an equal opportunity employer and requires its Grantees to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic

characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

b. Grantee's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and the California Labor Code §1101 and §1102.

c. Grantee must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Grantee must conduct a fair, prompt, and thorough investigation of all allegations directed to Grantee by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Grantee must take prompt, effective action against the offender.

10. Public Access to Completed Project

Project, or portion of the Project located on property accessible to the public, will be open to members of the public generally during hours specified by the Grantee, except as noted in the Special Provisions of this Agreement, pursuant to provisions of the enabling legislation and/or Program, or any joint use agreement with Valley Water.

11. Choice of Law and Venue

This Agreement shall be deemed to have been made in and shall be construed according to the laws of the State of California without regard to its conflict of law provisions. The federal and state courts within Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement. Each Party expressly consents to the personal jurisdiction of and venue in such courts, and service of process effected upon it by registered mail sent to the address set forth herein for each Party.

12. Assignment and Subcontracts

The Grant Award is personal in character and Grantee may not assign any right or obligation stated in this Agreement without express consent of Valley Water. Any attempted or purported assignment of any right or obligation stated in this Agreement shall be void and of no effect.

13. No Conflict of Interest

Grantee warrants that, to the best of the Grantee's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, or that the Grantee has already disclosed all such relevant information. Grantee agrees that, if an actual or potential conflict of interest is discovered after this Agreement is approved by Valley Water, Grantee will make a full disclosure in writing to Valley Water and may be required to return all funds received from the Grant Amount.

14. Agreement Execution

Unless otherwise prohibited by law or policy of either Party, the Parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by the Grantee.

B. SPECIAL PROVISIONS

1. Within the Project performance period, Grantee will mention the Project and Valley Water's Safe, Clean Water Program as a funding source in at least one article published in any newspaper, magazine, e-newsletter or social media that the Grantee issues or submits materials to for publication.

2. Grantee shall post signs provided by Valley Water acknowledging Valley Water's participation in the development of the Project and the use of Safe, Clean Water funds, should there be an implementation component. Grantee will include Valley Water logo in all collateral materials identifying Valley Water as a funding source for the development of those materials. Valley Water to provide sign template(s) and logo(s) to Grantee, upon request, for use in Project where feasible.

3. Grantee shall invite, in writing, members of the Valley Water Board to participate in any groundbreaking, opening, or ribbon-cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected officials have speaking roles. Grantee will notify Valley Water at least two (2) weeks prior to the ceremony.

(SIGNATURES FOLLOW ON NEXT PAGE)

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Date: _____ By: _____

Teresa DeCelles
Assistant Superintendent of Business Services

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____

Rachael Gibson
Chief of External Affairs

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Valley Water

SANTA CLARA VALLEY WATER DISTRICT

SAFE, CLEAN WATER AND NATURAL FLOOD PROTECTION PROGRAM
FY 2026 SAFE, CLEAN WATER PROJECT F9 VALLEY WATER REFILL STATION GRANT AGREEMENT

This FY 2026 Safe, Clean Water Project F9 Valley Water Refill Station Grant Agreement (Agreement), effective upon full execution is entered into by and between the Santa Clara Valley Water District (Valley Water), a California special district, and Alum Rock Union Elementary School District (Grantee), a public school district incorporated in the State of California. Valley Water and Grantee may be referred to individually as a Party or collectively as the Parties.

A. GENERAL PROVISIONS

1. Purpose of Grant

a. The grant funds (Grant) will provide funding to support Grantee's Valley Water Refill Station Project (Project) which will install and maintain a new water refill station at Painter Elementary School located at 500 Rough & Ready Rd, San Jose, CA 95133. Grantee is responsible for ongoing maintenance and replacement equipment for the water refill station beyond the Agreement term.

b. The total grant amount provided pursuant to this Agreement shall not exceed $5,000.00 (Five-Thousand Dollars) (Grant Amount).

c. In accepting any portion of the Grant Amount, Grantee agrees that it shall expend the grant funds only to perform and complete the Project, including purchasing the materials, equipment, or other goods and/or services required to complete the Project.

2. Grant Funds Disbursement

a. The initial invoice for 50% of the Grant Amount may be submitted only after: (1) this Agreement is fully executed; (2) completed and signed Federal Taxpayer ID form has been submitted; and (3) Grantee submits a signed payment request.

b. Valley Water will pay Grantee the remaining 50% of the Grant Amount upon receipt of a signed payment request and a photograph of the fully installed, operating water refill station. Further, in the event Grantee fails to complete the Project within the term of this Agreement or in accordance with the required terms of this Agreement, Grantee, upon Valley Water demand, shall refund Valley Water all portions of the Grant received.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

3. Term and Termination

a. The term of this Agreement commences on the date it is fully executed (Effective Date) and expires exactly one (1) year from the Effective Date. Either Grantee or Valley Water may unilaterally terminate this Agreement at any time by providing thirty (30) days written notice to the other Party.

b. Notwithstanding the foregoing, paragraph A.6. Indemnification and paragraph A.11. Choice of Law and Venue shall survive termination, expiration, suspension, and completion of this Agreement.

4. Grant Administration

Each Party's primary representative for the administration of this Agreement is as follows:

Valley Water	Alum Rock Union Elementary School District
Amy Fonseca Supervising Program Administrator 5750 Almaden Expressway San Jose, CA 95118 Phone: (408) 630-3005 Email: afonseca@valleywater.org	Teresa DeCelles Assistant Superintendent of Business Services 2930 Gay Ave San Jose, CA 95127 Phone: (408) 928-6800 Email: teresa.decelles@arusd.org

5. Inspection of Records

a. Grantee agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Grantee agrees to provide Valley Water and its agent(s), with any relevant information requested, in electronic and hard copy format, at Valley Water's discretion, and will permit Valley Water and its agent(s), access to Grantee's premises, upon reasonable notice, during normal business hours for the purpose of interviewing Grantee's employees (alternatively, by phone) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining Grantee's compliance with this Agreement.

b. Grantee further agrees to maintain such records for a period of three (3) years after final payment made in accordance with this Agreement.

6. Indemnification

(Government agency) In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, Valley Water and Grantee agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost,

damage or liability imposed for injury (as defined in Government Code 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. No party, nor any officer, board member, employees, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this Agreement. The rights, duties, and obligations of the Parties as set forth above in this paragraph A.6. Indemnification, survive completion, termination, expiration, and suspension of this Agreement.

7. Compliance With Laws

Grantee shall at all times in the performance of its obligations pursuant to this Agreement, comply with all applicable federal, state, and local codes, ordinances, regulations, statutes, and laws as each currently exists and as may hereafter be amended, including but not limited to financial requirements, legal requirements for construction contracts such as California's contractor's license laws and prevailing wage laws, building codes, health and safety codes, and laws and codes relating to individuals with disabilities.

8. Grantee Not an Agent of Santa Clara Valley Water District

In the performance of this Agreement, Grantee is acting as an independent contractor, and neither Grantee nor its employees or contractors are the servants, agents, or employees of Valley Water. Grantee shall have no authority, express or implied, pursuant to this Agreement, to bind Valley Water to any obligation whatsoever. Grantee shall not use Valley Water materials including logos, flyers, etc., without written permission from Valley Water.

9. Equal Opportunity

a. Valley Water is an equal opportunity employer and requires its Grantees to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Grantee will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic

characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

b. Grantee's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and the California Labor Code §1101 and §1102.

c. Grantee must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Grantee must conduct a fair, prompt, and thorough investigation of all allegations directed to Grantee by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Grantee must take prompt, effective action against the offender.

10. Public Access to Completed Project

Project, or portion of the Project located on property accessible to the public, will be open to members of the public generally during hours specified by the Grantee, except as noted in the Special Provisions of this Agreement, pursuant to provisions of the enabling legislation and/or Program, or any joint use agreement with Valley Water.

11. Choice of Law and Venue

This Agreement shall be deemed to have been made in and shall be construed according to the laws of the State of California without regard to its conflict of law provisions. The federal and state courts within Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement. Each Party expressly consents to the personal jurisdiction of and venue in such courts, and service of process effected upon it by registered mail sent to the address set forth herein for each Party.

12. Assignment and Subcontracts

The Grant Award is personal in character and Grantee may not assign any right or obligation stated in this Agreement without express consent of Valley Water. Any attempted or purported assignment of any right or obligation stated in this Agreement shall be void and of no effect.

13. No Conflict of Interest

Grantee warrants that, to the best of the Grantee's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, or that the Grantee has already disclosed all such relevant information. Grantee agrees that, if an actual or potential conflict of interest is discovered after this Agreement is approved by Valley Water, Grantee will make a full disclosure in writing to Valley Water and may be required to return all funds received from the Grant Amount.

14. Agreement Execution

Unless otherwise prohibited by law or policy of either Party, the Parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by the Grantee.

B. SPECIAL PROVISIONS

1. Within the Project performance period, Grantee will mention the Project and Valley Water's Safe, Clean Water Program as a funding source in at least one article published in any newspaper, magazine, e-newsletter or social media that the Grantee issues or submits materials to for publication.

2. Grantee shall post signs provided by Valley Water acknowledging Valley Water's participation in the development of the Project and the use of Safe, Clean Water funds, should there be an implementation component. Grantee will include Valley Water logo in all collateral materials identifying Valley Water as a funding source for the development of those materials. Valley Water to provide sign template(s) and logo(s) to Grantee, upon request, for use in Project where feasible.

3. Grantee shall invite, in writing, members of the Valley Water Board to participate in any groundbreaking, opening, or ribbon-cutting ceremony associated with the Project. Board members will be given the opportunity to speak if other elected officials have speaking roles. Grantee will notify Valley Water at least two (2) weeks prior to the ceremony.

(SIGNATURES FOLLOW ON NEXT PAGE)

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Date: _____ By: _____
Teresa DeCelles
Assistant Superintendent of Business Services

SANTA CLARA VALLEY WATER DISTRICT

Date: _____ By: _____
Rachael Gibson
Chief of External Affairs

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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: June 1, 2026

Subject: **Acceptance of Donations**

Support Information: The District has received donations as summarized on the sheet dated June 11, 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: June 11, 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: _____

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Adelante II PTA	Field Trip Transportation, Materials and Supplies, and/or Community Events	$ 564.00	Adelante II Dual Language Academy
Children's Discovery Museum	Field Trip Transportation, Materials and Supplies, and/or Community Events	$ 132.00	Adelante II Dual Language Academy
Linda Vista Parents	Third Grade Field Trip	$ 335.00	Linda Vista Elementary
Painter Parents	Field Trip (Science Camp)	$ 200.00	Painter Elementary School
Painter Parents	Field Trips (Transportation)	$ 760.00	Painter Elementary School
Bay Area Women's Sports Initiative	Materials & Supplies and/or School Activities	$ 1,075.47	Renaissance Academy II at Mathson
O'Neill Sea Odyssey	Materials & Supplies	$ 1,400.00	William Sheppard Middle School

ADELANTE II DUAL LANGUAGE ACADEMY

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

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: May 26, 2026

Re: Adelante II PTA Donation

Please accept the following donation in the amount of $564 from Adelante II PTA to be deposited into Adelante II's donation account. The funds will be used for field trip transportation, materials and supplies for students and community events.

Thank you,

Mr. José Cortez

Principal

060.9010.0.86999.00.1110.1000.0000002285.2110

ADELANTE II DUAL LANGUAGE ACADEMY

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

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: May 26, 2026

Re: Children's Discovery Museum Donation

Please accept the following donation in the amount of $132 from Children's Discovery Museum to be deposited into Adelante II's donation account. The funds will be used for field trip transportation, materials and supplies for students and community events.

Thank you,

Mr. José Cortez

Principal

0100.9010.0.8699.00.1110.1000.000000.285.2110

Linda Vista Elementary School

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

To: Board of Trustees
From: Linda Vista
Date: May 19,2026
Re: Donation

To Whom It May Concern,

Please accept $335.00 dollars in donations from our parents for 3rd grade field trip.

Can you please deposit $335.00 into account number 060-9010-0-4300-00-1110-1000-000000-020-2110?

Thank you,

Suzanne Cicala-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:
060-9010-0-5815-00-1110-1000-000000-160-2110

Sincerely,

Dr. Joseph Manluco
Principal

PAINTER ELEMENTARY SCHOOL

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

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: 060-9010-0-5835-00-1110-1000-000000-160-2110

Sincerely,

Dr. Joseph Manluco
Principal

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

Date: 05/13/2026

To: Sandra Garcia, Superintendent
Honorable Board Members

Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

From: Danelle Finnen, Principal

Re: Donation for .... i.e. Renaissance Academy II

Dear Superintendant Sandra Garcia and Honorable Board Members,

Please accept the following check donation of $1,075.47(check#:0000996168) from Bay Area Womens Sports Initiative Inc. This money will go towards classroom materials/supplies and/or school activities.

Thank you in advance for your approval.

Sincerely,

Danelle Finnen
Principal

Renaissance Academy II
2050 Kammerer Ave.
San Jose, CA 95116

ALUM ROCK SCHOOL DISTRICT
WILLIAM SHEPPARD MIDDLE SCHOOL

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

May 22, 2026

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

0100.9010.0.8699.00.1110.1000.000000.
170.2110

Dear Board Members:

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

O'Neill Sea Odyssey	$1,400.00	Check #2786

The check is a donation to our school from O'Neill Sea Odyssey to support academic enrichment for Sheppard Middle School students. Thank you in advance for your approval.

Sincerely,

Mr. Douglas Kleinhenz
Principal

/sna

Attachment

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: June 11, 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 June 11, 2026.

Fiscal Impact: No

Budget Source: Not Applicable

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: June 11, 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: _____

MEMORANDUM(S) OF UNDERSTANDING

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Human Resources Cesar Torrico	07/01/2026- 06/30/2030	Los Angeles Pacific University	No Cost	Memorandum of Understanding: To provide Field Experience, Student Teaching, Intern Teaching Funding: Not Applicable

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

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

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

Name of Individual/Company: Los Angeles Pacific University

Address: 2100 E. Route 66, Suite 101 City: Glendora State: CA Zip: 91740

Phone: (626) 268-0278 Email: jspolar@lapu.edu

SSN: _____ Fed I.D. #: 36-4582140

CONTRACT TERM: start dates July 1, 2026 end date June 30, 2030

CONTRACTOR'S OBLIGATION:

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

Memorandum of Understanding: Field Experience, Student Teaching, Intern Teaching

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

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

X b. **Other:** $No Cost to the District

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7200	000000	600	7221	Zero	M.N 5/8/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5/15/26

Director of Fiscal Services: _____ Date: 5/18/26

Asst. Supt., of Business Services: _____ Date: 5/18/26

Superintendent: _____ Date: _____

LOS ANGELES PACIFIC UNIVERSITY

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between Los Angeles Pacific University, hereinafter called the UNIVERSITY and Alum Rock Union School District hereinafter called the DISTRICT:

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and
WHEREAS, the University operates fully-accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the university's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term**. The term of this agreement shall commence on July 1, 2026 and terminate on June 30, 2030.

2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their TK-6 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the TK-6 setting at any time.

3. **Amendments**. The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution**. This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or Email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

5. **Insurance**.

   a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees.

   b. The District shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees and candidates. The District shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees and candidates.

   c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

   d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

      i. Candidates Participating in Unpaid TK-6 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid TK-6 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

ii. Candidates Participating in Unpaid TK-6 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid TK-6 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. **Confidentiality**.

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Data Sharing.** The University and the District agree to collaborate and share non-personally identifiable information related to hiring needs and recruitment efforts that contribute to an educator workforce that reflects the skills, dispositions, subject areas, grade levels, and demographics desired by the District. The University and the District agree to collaborate and share non-personally identifiable information related to the employment, retention, attitudinal, observational, and outcomes measures of recent graduates of the University employed in the District.

8. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

9. **Transportation of Students**. Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.
10. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

11. **Indemnification.**

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

12. Scope of Work.

TEACHER EDUCATION FIELD EXPERIENCE

"Field Experience" as used herein refers to brief (eight week) periods in which a candidate, enrolled in field experience embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom host teachers. With the guidance of the classroom host teacher, the candidate may participate in small group instructional activities. With the guidance of the classroom host teacher, the candidate may participate in formal assessments to individual TK-6 students and/or small groups of students during their field experience. The candidate may be required to observe in a variety of settings to meet course expectations and will document 10 hours of field experience per each field experience embedded course. Field Experience is not commensurate with Student Teaching.

Field Experience is to be completed under the direct supervision of a host teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area TK-6 teaching experience. It is the expectation that the classroom where candidates complete field experience will consist of TK-6 students and include students who are English learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. At the conclusion of the Field Experience, the host teacher(s) will be asked to complete a short verification form to verify the candidate's field experience.

The University will ensure candidates who participate in field experience have met the requirements of (a) California Basic Skills requirement (BSR), (b) possessing a valid certificate of clearance or other valid CTC document, and (c) current enrollment in a field experience embedded course. The University will provide support to the candidate through the direction and discussion provided within the field experience embedded course. Assignments directly related to the candidate's field experience, in the form of reflection logs and written assignments, will be required and evaluated by the course instructor.

TEACHER EDUCATION STUDENT TEACHING

"Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area TK-6 teaching experience. The district supervisor (Cooperating Teacher) must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the supervising teacher not have additional district or school-based assignments that cause them to be absent from the classroom for extended periods of time.

Clinical practice sites should demonstrate commitment to collaborative evidence-based practices and continuous program improvement, have partnerships with appropriate other educational, social, and community entities that support teaching and learning, place students with disabilities in the Least Restrictive Environment (LRE), provide robust programs and support for English learners, reflect to the extent possible socioeconomic and cultural diversity.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The University is responsible for requesting documentation of these training hours.

The District agrees to provide a supported teaching experience in District classrooms for candidates who are assigned by the University to student teaching. Classrooms, where candidates complete student teaching, must include TK-6 students who are English learners, on an IEP, 504 Plan, students who qualify for GATE, and/or students from an underserved group. Student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of the candidate and district-employed supervisor must be a collaborative process between the school district and the university.

The University and the District shall ensure student-teacher placement in locations where the candidate is able to video record his/her teaching with TK-6 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA) and the Literacy Performance Assessment. This includes ensuring candidates are able to focus on foundational literacy skills (e.g., print concepts, phonological awareness, phonics & word recognition, fluency) and the additional cross cutting themes in literacy, oral and written language (e.g., meaning making, language development, effective expression, content knowledge) and are able to practice screening and diagnostic techniques that inform teaching and assessment and early intervention techniques and support students with dyslexia as referenced in the CA Dyslexia Guidelines.

The University requires candidates to affirm that they have followed all applicable video policies of the District for the CalTPA and Literacy Performance Assessment tasks requiring a video.
The District recognizes the importance of facilitating placements that allow Teacher Candidates to complete the CalTPA and Literacy Performance Assessment, and has necessary

policies and procedures in place related to access to classrooms with relevant literacy experiences and the appropriate use of video for instruction and assessment. The District recognizes that the Teacher Candidate may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Supervisor observation and formative feedback process, and University instructional reflection.

The District may, for good cause, refuse to accept any candidate of the University assigned to student teaching in the District. Upon request of the District, made for good cause, the University shall terminate the student teaching assignment of any candidate of the University.

The University will ensure candidates who participate in student teaching have satisfied the additional requirements of (a) meeting the California Basic Skills requirement (BSR), (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

"Full-time student teaching" is an assignment for the regular school day (at least seven hours) including all duties normally performed by a teacher. The student teaching semester is to align with the school of placement.

At the elementary level, a full-time assignment is a full school day (at least seven hours) for the full semester according to the district calendar for students. Candidates have the option to request the semester be split in half between two placements: half in a primary (K-3) classroom and half in an upper grade (4-6) classroom. For this, the University will pay the District a Cooperating Teacher Stipend for performance by the District of all services required at a rate of one hundred dollars ($100) for each half semester.

An assignment of a candidate of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for one semester; a fall semester to be approximately middle/end of August to December and a spring semester to be approximately the beginning of January to the beginning/middle of June.
Within a reasonable time following the close of each assignment, the University will send a Cooperating Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

"Intern teaching" as used herein and elsewhere in this agreement means active participation in a teacher internship program pursuant to California Education Code Section 44454 whereby University candidates may be placed as Intern teachers in District Schools. Each intern certificate will be valid for a period of two years. Reference: Education Code Section 44325 (b). An Intern candidate is authorized to assume the functions authorized by the appropriate Multiple Subject Credential. The Intern candidate's services meet the instructional or service needs of the participating district. Reference: Education Code Section 44458. The Intern candidate does not displace other certificated employees in the participating district, and this agreement meets the District's contractual specifications with certificated employees.

The District will assign each Intern candidate a certified mentor/support provider who will be responsible for overseeing and offering support to the Intern candidate throughout the internship teaching year. The District agrees to provide the University with the name of the mentor/support provider for each term. The certified mentor/support provider must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to a candidate who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including the identification of protected time for district-provided support providers to work with the Intern candidates within the school day to deliver the appropriate support/mentoring and supervision to the candidate and an evaluation of the site support that is provided.

The University will ensure candidates in the Internship Program hold a Baccalaureate degree or higher from an organization recognized by the U.S. Department of Education and the Council for Higher Education Accreditation and have satisfied the additional requirements of (a) California Basic Skills requirement (BSR), (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have completed the required Pre-service Training.

The University will assign a University supervisor to support the intern who will work cooperatively with the district personnel designated above. The University supervisor will confer with both the site administrator and the mentor/support provider for the intern. The University supervisor will have the following minimum qualifications (a) have current knowledge in the content area of the candidate; (b) have the ability to model best professional practices in teaching, learning, scholarship, and service; (c) have knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern candidate, which will include an annual evaluation. For Intern candidates teaching in inclusive kindergarten through 6th-grade settings, the Professional Development Plan must include instruction during the first semester of service which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The University will make available a description of the courses to be completed by the Intern.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern candidate each school year. Intern candidates without EL authorization are required to receive 45 hours of EL support. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code Section 44462.

The District will provide approximately 2/3 of the support/mentoring and supervision in the form of content-specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern candidate observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision in the form of field mentors, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for the documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English learner authorization. The participating district will identify an individual who is immediately available to assist Intern candidates with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language-accessible instruction. This individual must have an EL authorization.

The University shall ensure Intern Teacher assignments take place in locations where the candidate is able to record his/her teaching with TK-6 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires candidates to affirm that they have followed all applicable video policies of the District for the TPA task requiring a video.

The District recognizes the importance of facilitating placements that allow Intern Candidates to complete the CalTPA and Literacy Performance Assessment, and has necessary policies and procedures in place related to access to classrooms with relevant literacy experiences and the appropriate use of video for instruction and assessment. This includes ensuring candidates are able to focus on foundational literacy skills (e.g., print concepts, phonological awareness, phonics & word recognition, fluency) and the additional cross cutting themes in literacy, oral and written language (e.g., meaning making, language development, effective expression, content knowledge) and are able to practice screening and diagnostic techniques that inform teaching and assessment and early intervention techniques and support students with dyslexia as referenced in the CA Dyslexia Guidelines. The District recognizes that the Teacher Candidate may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Supervisor observation and formative feedback process, and University instructional reflection.

The District and the University agree to provide access to those who will be evaluating the performance of the candidate to provide knowledge on the performance of Intern candidates and any areas of needed additional support or supervision.

Los Angeles Pacific University	Alum Rock Union School District
Signed: _____	Signed: _____
Name: Gordon Jorgenson III	Name: Sandra Garcia
Title: Asst. Dean	Title: Interim Superintendent
Date: May 5, 2026	Date: _____
Los Angeles Pacific University 2100 E. Route 66 Ste. 101 Glendora, CA 91740	**Alum Rock Union School District** 2930 Gay Ave, San Jose CA 95127

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: June 11, 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: Meeting: June 11, 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
June 11, 2026 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Business Services Teresa DeCelles	07/01/2026- 06/30/2027	School Services of California Inc.	$5160.00	School Services of California Inc. will provide ARUSD Business Division with an annual monthly subscription during FY 2026-2027 for Fiscal and Management Services. As well as provide an electronic version of CADIE and SABRE reports. Funding: General
Child Nutrition Services Denisse Mendez	07/01/2026- 06/30/2027	All Bay Mechanical Inc.	$65,000.00	Provide refrigeration, freezer, and hot equipment repair and maintenance for all CNS equipment at all 13 school sites. Funding: Restricted
Early Learning Dr. Dianna Ballesteros	07/01/2026- 06/30/2027	Kristi Yamaguchi's Always Dream	$42,750.00	Always Dream Reading program provides families access to digital books. Always Dream ensures children have access to high quality books in the home environment and extensive family engagement support. Ultimate impact is for children to have increased access to high quality books and shared reading practices to foster their literacy development, reading proficiency, and success in and out of school. Schools participating 2026-2027 school year: LUCHA, Adelante - CSPP, Aptitud, McCollam, and McCollam Blended TK-CSPP. Funding: General or Restricted
Special Education Anthony Colonna	06/12/2026- 06/30/2027	Mindboost Psychological Services	$9,500.00	Mindboost Psychological Services will conduct an Independent Educational Evaluation (IEE) in the area of psychoeducational. This is per parent request. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Support Services Dr. Kiela Jimenez	11/1/2026- 04/30/2027	Little Heroes	$74,800.00	Little Heroes will provide youth development programs to 80 students per site during the 26-27 school year Intercessions, Thanksgiving, Presidents Week and Spring Break. Each program component will provide daily art instruction, science instruction, outdoor activities and snack time. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	07/01/2026- 06/04/2027	Little Heroes (Sports League 6)	$54,000.00	Little Heroes will provide ARUSD 6th-grade students with a Sports League program focused on basic sports skills, teamwork, socialization, and promoting active lifestyles through soccer and flag football. Each participating school will have an assigned coach to recruit students and coordinate practices. Funding: Restricted
Transportation Department Derek Zabaldo	06/12/2026- 06/30/2027	German Pech	$2,000.00	German Pech will provide First Aid and Pediatric Aid-Adult-Child CPR- AED for Transportation drivers. Funding: General

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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: Business Department (School/Dept.) VENDOR NO. 10556

Submitted by: Teresa DeCelles

☑ **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: School Services of California

Address: 500 Capitol Mall, Ste 1700 City: Sacramento State: CA Zip: 95814

Phone: (916)446-7517 Email Address: REBECCAR@SSCAL.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").
School Services of California Inc., will provide ARUSD Business Division with an annual monthly subscription during FY 2026-2027 for Fiscal and Management Services. As well as provide an electric version of CADIE and SABRE.

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:** $ $6,025.00 (describe rate agreement) Fiscal and Management Information

Services: $5,160.00; CADIE/SABRE optional add on of $865.00

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5300	00	0000	7200	000000	400	7200	$6,025.00	M.N

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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Client Name: ALUM ROCK UNION SD
Client # 1400 /S15 P.O. #_____

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an Agreement between the **CLIENT**, as defined above, and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2026.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:

    a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal and education policies.

    b. An analysis of all major school legislation affecting public education and information related to their progress through the California State Legislature and implementing state agencies, if applicable.

    c. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate.

    d. Up to 12 hours of service annually as the Client directs on fiscal issues, including analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

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Services for which the base service hours may not be used include Client-specific economy, efficiency, or management consulting services, executive searches, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or on-site speeches or presentations.

2. If the Client is a county office of education, the county office of education agrees that any information received from the Consultant shall be for the use of the county office of education only and shall not be provided by the county office of education to local educational agencies over 500 average daily attendance (ADA). Local educational agencies under 500 ADA are eligible to receive service as deemed appropriate by the county office of education.

3. The Client agrees to pay to the Consultant for services rendered under this Agreement:

   a. $ 5,160 annually, plus expenses, for the services listed in Item 1 above, upon receipt of billing from the Consultant.

   b. For all requested services in excess of 12 direct service hours as indicated in Item 1d above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.

   c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.

   d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.

4. This Agreement shall be for the period of one year, beginning July 1, 2026, and terminating June 30, 2027. This Agreement may be terminated prior to June 30, 2027, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 3 above.

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5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____ Date: _____
Teresa Decelles
Assistant Superintendent of Business Services
ALUM ROCK UNION SD

By: _____ Date: May 15, 2026
Patti F. Herrera, EdD
President
School Services of California Inc.

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Docusign Envelope ID: F96BD4E2-7B8C-88F4-8029-CF8765BE9F60

Order CADIE/SABRE: Yes [X] No [ ]
Contract period: 2026 to 2027

P.O. #_____

ADDENDUM A
TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The Comparative Analysis of District Income and Expenditures (**CADIE**) is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts *(two reports with 20 districts in each)* of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS, and CALPADS data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The Salary And Benefits Report (**SABRE**) is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts *(two reports with 20 districts in each)* of your choice on certificated salaries, health and welfare benefits, and workdays.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

WITH REPORT PURCHASE, YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES FOR THE YEAR(S) SELECTED.

Please check the appropriate items below: [ ] Current year 2024-25 [X] Next year 2025-26**

Electronic Version:

___CADIE only $550
___SABRE only $395
_X_CADIE & SABRE $865

Hardcopy Version:

___CADIE only $665
___SABRE only $505
___CADIE & SABRE $1,085

Select either:

___ Use the same districts as last year

OR two of the following:

___ Use districts of similar type and size
___ Use districts geographically close to mine
___ Use districts with similar unduplicated pupil percentage

Reports are a year behind as the data is released by the CDE.
**Next year: Tentatively, the SABRE will be released in January 2027, and the CADIE will be released in April 2027

District Name: Alum Rock Union School District
Contact Name: Teresa De Celles
Address (no P.O. boxes please): 2930 Gay Ave., San Jose, CA 95127
Telephone with extension: 408 928 6847
Email Address: teresa.decelles@arusd.org

Signature: _____
Print Name: Teresa De Celles Date: 5/29/26

By completing this Addendum A, and submitting with the contract, the Client agrees to pay for these reports upon receipt of the products and appropriate billing.

Docusign Envelope ID: 522CA0F7-8A8C-8A2F-8155-1040D98D89C2

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Child Nutrition Services Department (School/Dept.) VENDOR NO. _____

Submitted by: Denisse Mendez

☑ **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: All Bay Mechanical, Inc

Address: 2033 Gateway Place 5th Floor City: San Jose State: CA Zip: 95110

Phone:1( ) (408) 280-5558 Email Address: jm@allbaymechanical.com

SSN: N/A or Fed I.D. #: 52-2374508

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").
Provide refrigeration, freezer, and hot equipment on-site diagnostics, repair, and maintenance when service requests are needed at all 13 school sites. Equipment includes: Ovens, retherms, warmers, serving wells, walk-in coolers/freezers, reach-in coolers/freezers, blast chillers, and cold speedline units.

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:** $165.00/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:** $75.00 Truck Fee (describe rate agreement) Plus parts

Contract is not to exceed $65,000

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
130	5310	0	5660	00	0000	3700	000000	480	3700	$65,000	

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

ALL BAY MECHANICAL, INC.

Contractor Lic. 827925
DIR #1000714153

2033 Gateway Place 5th Floor San Jose, CA 95110
Phone: (408) 280-5558 Fax: (408) 280-5559

Prepared For:
Denisse Mendez
Alum Rock Union
Elementary School District
Child Nutrition Services
2930 Gay Ave.
San Jose, CA 95127

Date: May 1st, 2026

Job Scope:
***R*epair and maintenance services for hot and Cold food service equipment**

Job Location:
Alum Rock School District Schools

Dear Denisse,

ALL BAY MECHANICAL, INC. is pleased to provide the following proposal for your review and approval based on the requested information provided to ABM on 4/29/2026

RE: Service and repairs of Kitchen equipment of K-12 schools district wide.

- **Scope of Services Includes:**

  - Hot food service equipment, including but not limited to:
    - Ovens (convection)
    - Retherms
    - Warmers and holding cabinets
    - Serving Wells
  - Cold food service equipment, including but not limited to:
    - Walk-in Coolers/Freezers
    - Reach in coolers/freezers
    - Blast Chillers
    - Cold Speedline units.

- **Service call response:**

  - Response time of **24–48 hours** for service requests
    - Hours of operation are Monday through Friday 7:00AM to 4:30PM Excluding National and Union Holidays.
  - Provide on-site diagnostics, repair, and maintenance
  - A detailed service report will be submitted immediately following each service visit. Service reports will include the following:
    - Identified issues following troubleshooting.
    - Recommended next steps or pending repairs. NO work/repair shall be performed without first getting approval from ARUSD-CNS director.
    - Work Performed (Following approved repairs)
    - Parts replaced (On approved repairs)
  - Clear communication regarding **equipment condition and lifecycle recommendations**

PROPRIETARY AND CONFIDENTIAL PROPERTY OF ALL BAY MECHANICAL, INC.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

➢ **Service Rates:**

- Hourly Rate……**$165.00** per hour. (Monday to Friday 7:00AM – 4:00PM)
- Overtime cost……**$247.50** per hour. (Weekends and Holidays)
- Truck Charge……**$75.00** (One time charge on all service calls)

➢ **Billing Procedure:**

- Monthly invoice statements summarizing all completed service calls will be submitted at the end of that month for review and approval. Monthly billing will contain the a copy of original work order detailing hours, materials used and work performed for each service call performed that month.
- Invoicing will be done via email and statement/invoices and work orders will be sent in PDF format.
- Invoices will be due NET 30.
    - If progress or final invoices are not paid within 30-Days, a **2%** interest fee will apply for each month thereafter

➢ **Company Background:**

- All Bay Mechanical has been in the HVAC service and repairs industry since 2001 and has been providing service and repairs of all the kitchen commercial food service equipment in many Bay area Public School Districts for over 15 years.
- Located in San Jose, CA. Our technicians are usually able to respond to service calls within the same day. Although priority is given to all schools, in rare instances during extremely busy days, a service call may have to be pushed out to the following business day.
- Preventative maintenance options can be quoted upon request. Price varies upon frequency of the PM and the scope requested.

➢ **References:**

• Evergreen School District – Shan Gao	sgao@eesd.org
• Vacaville School District – Kerry Lopez	kerril@vacavilleusd.org
• Redwood City School District – Richie Willim	Willim rwilim@rcsdk8.net
• Milpitas School District – Sandy Huynh	shuynh@musd.org
• Cupertino School District – Nicole Meschi	meschi_nicole@cusdk8.org
• San Mateo/Foster City School District - Teri Inocencio	tinocencio@smfc.k12.ca.us
• Fremont High School District – Divya Puri	divya_puri@fuhsd.org
• Campbell School District – Benny Calderon	bcalderon@campbellusd.org
• Dublin School District – William Crozier	crozierwilliam@dublinusd.org
• Berryessa School District – Mari Fujikawa	mfujikawa@busd.net
• FORMS PLASTICS – Danette Schleining	dschleining@formplastics.com
• G.A SYSTEMS – Steve Anderson	steve@gasystemsmfg.com

We appreciate the opportunity and look forward to serving you.

Respectfully,

Jesus Martinez
Division Manager
All Bay Mechanical, Inc.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF ALL BAY MECHANICAL, INC.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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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: Early Learning (School/Dept.) VENDOR NO. 30045

Submitted by: Dr. Dianna Ballesteros, Director of Early Learning

☐ **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: Kristi Yamaguchi's Always Dream

Address: 125 Railroad Ave., Ste. 203 City: Danville State: CA Zip: 94526

Phone: (650) 644-9156 Email Address: Lori@alwaysdream.org

SSN: _____ or Fed I.D. #: 94-3255817

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 20 26, and will diligently perform as required and complete performance by June 30, 20 27, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
Always Dream Reading program provides families access to digital books. Always Dream ensures children have access to high quality books in the home environment and extensive family engagement support. Ultimate impact is for children to have increased access to high quality books and shared reading practices to foster their literacy development, reading proficiency, and success in and out of school. Schools participating 2026-2027 school year: LUCHA, Adelante -CSPP, Aptitud, McCollam, and McCollam Blended TK-CSPP.

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:** $ MASTER contract (describe rate agreement) Total school partnership commitment cost $42,750 to be funded as described in Attachment A: LUCHA ($5,700); Adelante CSPP ($5,700); Aptitud ($17,100); McCollam ($11,400); McCollam Blended TK-CSPP($2,850)

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	0001	1000	000050	065	7221	MASTER	Initial MN 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

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Kristi Yamaguchi's
ALWAYS DREAM

Memorandum of Understanding Between
Always Dream and
Alum Rock Union School District

The purpose of this Memorandum of Understanding ("MOU") is to define the terms of programs and services provided by Kristi Yamaguchi's Always Dream ("AD") to Alum Rock Union School District ("ARUSD") in San Jose, CA from July 1, 2026, through June 30, 2027. AD will provide their Always Reading™ program, which entails the use of technology resources, digital and traditional books, and family engagement strategies for the home environment.

I. Background

Mission: Kristi Yamaguchi's Always Dream ensures children have access to high quality books in the home environment and extensive family engagement support.

Our ultimate impact is for children to have increased access to high quality books and shared reading practices to foster their literacy development, reading proficiency, and success in and out of school.

The goal of AD's Always Reading™ program is to increase caregiver knowledge of family reading and increase family engagement with books. We do this by providing access to quality eBooks and technology for families to read together in the home environment. The program includes providing families with education in book sharing strategies paired with training in technology for mobile devices. The program will launch in July 2026 and conclude in May 2027. AD will implement a program evaluation process to gather data and other information during the program that will inform any adjustments that need to be made for future implementations. The 2026-2027 program launch will consist of the following classrooms from ARUSD:

A. Learning In An Urban Community With High Achievement ("LUCHA") - (1) one Kindergarten; (1) one Transitional Kindergarten;
B. Aptitud Academy - (2) two Kindergarten; (2) two TK/K; (2) two TK
C. Adelante (via Think Together) - (2) two Pre-K;
D. McCollam Elementary - (1) one TK; (1) one TK/T4; (2) two Kindergarten; (1) one K/1 SDC;

II. Always Reading™ Program Components

A. High quality books via a digital library and hard copy books
B. Parent/caregiver education and support
C. Technology through hardware, software and internet access for the digital library

III. Always Reading™ Program Outcomes

A. Increase parent knowledge of family reading
   1. Parents/caregivers have an increased understanding of the power of family reading
   2. Parents/caregivers have an increased knowledge of read aloud strategies
   3. Parents/caregivers see themselves as critical components in establishing child's reading routines

B. Increase family engagement with books
   1. Parents/caregivers find it easier to engage with their child in reading time
   2. Families spend more time reading aloud
   3. Children show greater interest in reading

IV. Responsibilities of Both Parties

A. AD agrees to provide:

1. A digital tablet with Wi-Fi capabilities for each Pre-K, transitional kindergarten and kindergarten student that agrees to "opt-in" to the Always Reading™ program to use during the course of the program; Those families without Wi-Fi access at home will be provided with a data-enabled device;

2. In the event of breakage, loss, or theft of the device, AD will be responsible for providing another device to the family to use for the program;

3. Access to an online digital library on the digital tablet for each Pre-K, transitional kindergarten and kindergarten student that agrees to "opt-in" to the Always Reading™ program; Access will be provided to the student until July 31, 2027;

4. High-quality, age-appropriate books in English and Spanish within the digital library platform; 6-8 hardcopy books will be gifted to each student for their home library;

5. Education/information for families on using/caring for the device, book-sharing and other early literacy strategies;

6. Provide Spanish-speaking translation for virtual Family Launch Orientation and virtual Mid-Program Education Session; provide translation services for the year-end celebration if it is a virtual event;

7. Ongoing support for families through phone, email, text or in-person check-ins;

8. Teachers and Principals with student/family data around engagement in the program (e.g., # books read, minutes read, other);

9. Feedback to teachers and staff about any site-specific implementation issues that arise for a timely resolution;

(Responsibilities of Both Parties - *continued)*

10. A $500 "award" to a specified program "lead" (to be identified by the school);

B. ARUSD and participating school(s) agrees to:

1. "Back To School Night" or PK/TK/Kinder orientation – set aside 5 minutes for the Book Coach or classroom teacher to provide an overview of the Always Reading program;

2. Designate a program "lead" at the school to be the primary contact for the AD Book Coach and facilitate tasks in support of the program (as outlined in this section);

3. The principal, identified lead teacher and classroom teachers participate in an onboard call prior to program launch;

4. Facilitate the distribution and collection of "opt-in" (online and hardcopy, if necessary) from families;

5. Request parents/caregivers attend the following events:
   - Virtual or In-person Family Launch Orientation (Sept./Oct. 2026)
   - Virtual Mid-program Education Session (late Jan./early Feb. 2027)
   - Virtual or In-person Year-end Celebration at the school (late April/early May 2027)

6. Provide space on campus for the in-person Year-end Celebration at the school (late April/early May 2027, if applicable);

7. Provide Spanish-speaking translation for the in-person Year-end Celebration at the school (late April/early May 2027, if applicable);

8. Provide AD Book Coach support to follow-up with Spanish-speaking families, as needed, via a parent liaison or other member of the school community;

(Responsibilities of Both Parties – *continued*)

9. Classroom teachers to support the program implementation process by:
   - Being present at each of the 3 meetings above (for their own school).
   - Champion this program with parents and/or caregivers: encourage families to read at home with students using the program.
   - Work with AD staff when issues arise to resolve them quickly and seamlessly.
   - Be available to participate in 1-2 meetings with the AD Book Coach to provide insights and feedback during the term of this agreement.

10. Principal and other site leadership to champion the program and support teachers, as needed;

11. Assist local AD staff with onboarding of devices/materials once delivered to the school, prior to the launch training. For example, inventory tablets, charge tablets, sort and assemble book bags, handouts and gifted books - all in preparation for orientation training;

12. Support AD in our evaluation efforts by participating in, and encouraging families to participate in surveys and/or focus groups;

V. Financial Contribution

Please refer to Attachment A for the costs of implementing the Always Reading™ program at each school and the corresponding direct program contributions funded by each site within ARUSD.

These partner contributions will help to offset a portion of the expenses associated with the digital library and services provided as part of the program in 2026-2027. Each year, AD's sustainability relies on partners' contributions and collaboration in finding resources to support AD's work.

Payment Schedule: Payment due within 30 days of execution of this MOU.

Payable To: Always Dream: EIN: 94-3255817

Payment Address:

Attn: Lori Yamaguchi, Director of Programs
Always Dream
125 Railroad Avenue, Suite 203
Danville, CA 94526

VI. Hardware & Digital Library Subscription

A. All hardware devices provided for purposes of the program are owned by AD. Participating families will agree to make reasonable efforts to maintain the good condition of the device when they "opt in" to the program.

B. AD will provide the license for the digital library platform for each participating student.

VII. Terms of Service

A. Agreement Term

The term of this Agreement is for a period of 12 months and may be extended or modified upon written mutual agreement. Date range: July 1, 2026 through June 30, 2027.

B. General schedule of program milestones:

1. April/May 2026 - Always Reading Planning meeting for principals and teachers in preparation for fall 2026
2. End of August - Opt-In paperwork completed by families
3. Late September/Early October 2026 - Program launch
4. November 2026 – Teacher Post-launch meeting with AD Book Coach
5. Late January/Early February 2027 - Mid-program
6. Late April/early May 2027 Program concludes
7. Early May 2027 – Post-program survey completed by families; focus groups take place (if necessary)

C. 2027-2028 School Year – Following the fulfillment of this agreement, both parties will assess the possibility of continuing with the program. An extension would require mutual agreement between parties and a new MOU would be executed.

VIII. Data Sharing Agreement

A. During the Agreement, parents/guardians will opt-in to the Always Reading Program and provide AD permission to access their child's reading data through the digital library application, as well as performance on school/district reading assessments or Kindergarten Readiness assessments for the purpose of analyzing program effectiveness (if applicable).

B. Data Sharing of student information shall be kept confidential in accordance with the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act; the Individuals with Disabilities Education Act as Amended (IDEA) and regulations adopted thereunder; and applicable District policies regarding the disclosure of personally identifiable information from students' education records. The U.S. Department of Education's Family Policy Compliance Office has recognized that public school districts can designate other entities, including vendors and consultants, as "school officials". The District has determined that AD personnel acting pursuant to this Agreement perform a special task for the benefit of the students and/or families of the District and may be granted access to educational records. The AD personnel acting pursuant to this Agreement are hereby designated as "school officials" for purposes of this Agreement in order to receive access to educational records of students participating in the program that is the subject of this Agreement. The AD personnel will not disclose student educational records it receives to any third party, except with the prior

written consent of the District, student and/or parent, as applicable.

(Data Sharing Agreement - *continued*)

AD agrees that it will use student educational records received under this Section solely to accomplish its obligations under this Agreement and solely in a manner and for purposes consistent with the terms and conditions of this Agreement and District policies and procedures. Student educational records authorized for sharing, if applicable, are individual reading assessment data, kindergarten readiness assessment data, and district student ID numbers.

IX. Termination

A. Should AD or ARUSD choose to terminate this agreement prior to the end of the project term, ARUSD shall make a good faith effort to collect all devices from home use and return collected devices within 30 days of the termination, or expiration, of this agreement, whichever is earliest.

X. Miscellaneous Provisions

A. The provisions which are incorporated herein by reference, this Agreement is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is, at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other Party of the Agreement with respect to the subject matter of the Agreement.

B. The Parties shall comply with all applicable State and Federal employment laws, rules, regulations and executive orders which require that all persons shall have equal access to employment opportunities and to education opportunities regardless of race, color, religion, disability, sex, age, national origin, genetic code, veteran's status, or political affiliation during the term of this Agreement.

C. All student records shall be kept confidential in accordance with the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act; the Individuals with Disabilities Education Act as Amended (IDEA) and regulations adopted thereunder; and applicable governing board policies regarding the disclosure of personally identifiable information from students' education records.

D. By entering into the Agreement, the Parties warrant compliance with the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Either Party may request verification of compliance from any contractor or subcontractor performing work under this Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, that Party may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the contractor. Each Party shall bear the costs necessary for compliance of its own employees and subcontractors.

E. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement, which may remain in effect without the invalid

provision or application.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

H. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

I. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other parties (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

J. Any modification to this Agreement must be by mutual written consent and signed by both Parties.

K. Neither Party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, global or national pandemics (unless declared an essential worker/service provider by the State or Federal government and thus required to complete its duties under this Agreement); acts of God or of the public enemy not contemplated by this Agreement; strikes of such magnitude and/or duration as to make the completion of the terms of the Agreement moot; or statutory regulation or rule of any federal, state, or local government, or any agency thereof that declare the subject of this Agreement against public policy or render it fiscally untenable to continue.

L. All notices or communications about this Agreement shall be in writing and sent to the following:

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

Aarika Riddle
Executive Director
Always Dream
125 Railroad Avenue, Suite 203
Danville, CA 94526

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Signatures:

	Signed by: Aarika Riddle 248DA050E9274CF 5/6/2026
Sandra Garcia Date Interim Superintendent Alum Rock Union School District	Aarika Riddle Date Executive Director Always Dream

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ATTACHMENT A (updated as of 5/5/26)

Financial Contribution

The following table outlines the full cost of implementing the Always Reading™ program during the 2026-2027 school year at in ARUSD, as well as the partnership contribution commitment amount for each site, to be paid by each site:

School Name	SY 26-27 Direct Costs per Classroom	Total Direct Cost	Site Partnership Commitment (25%)	Funding Source
LUCHA Elementary	2 classrooms at $11,400 each	$22,800	$5,700	District Early Learning, UPK
Adelante - Think Together, CSPP	2 classrooms at $11,400 each	$22,800	$5,700	District-Early Learning CSPP, UPK
Aptitud Academy	6 classrooms at $11,400 each	$68,400	$17,100	Site
McCollam Elementary (1 TK, 2 K, 1 K/1 SDC)	4 classrooms at $11,400 each	45,600	$11,400	Dist.- Early Learning, UPK = $5,700 (50%) Site = $5,700 (50%)
McCollam Elementary - Alum Rock TK (10 students)	.5 classrooms at $11,400 each	$5,700	$1,425	District-Early Learning CSPP, UPK
McCollam Elementary - Think Together, CSPP (10 students)	.5 classroom at $11,400 each	$5,700	$1,425	District-Early Learning CSPP, UPK
Total ARUSD FY2027 Contribution (25%)			**$42,750**	

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. _____

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: Mindboost Psychological Services, Inc.

Address: 4966 El Camino Real, #212 City: Los Altos State: CA Zip: 94022

Phone: (650) 353-7792 Email Address: drnataliewager@mindboostservices.

SSN: _____ or Fed I.D. #: 82-4823902

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on June 12, 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").

Mindboost Psychological Services will conduct an Independent Educational Evaulation (IEE) in the area of psychoeducational. This is per parent request

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:** $380.00/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	6500	0	5815	00	5750	1120	000000	380	1820	9,500	5/20/26
											5/21/26

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



Natalie Wager, PsyD, ABPdN (CA 29282)
Board Certified Pediatric Neuropsychologist
4966 El Camino Real, Suite 212 | Los Altos, CA 94022
www.mindboostservices.com

MINDBOOST PSYCHOLOGICAL SERVICES, INC
Dr. Natalie Wager (CA Psy29282)
2025-2026 Fee Schedule

Hourly Fee: $380

Individual Educational Evaluation: Parent intake/interview, record review, school observation, cognitive (IQ), Achievement, Cognitive Processing skills of Attention, Executive Functioning, Memory/Learning, and Social Emotional Testing (including rating scales) requires 22 hours. Typically $8,360

Add-on services:

- *Autism Assessment*: 1-2 hours of social communication testing, rating scales, and 1-hour observation. (additional $380-760)
- *School Meetings*: billed at 30-minute increments

All assessments with the student are conducted in-person. Intake/Interview or meetings are conducted by encrypted video conferencing tool.

Evaluation will not exceed $9500.

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Student Support Services (School/Dept.) VENDOR NO. 021461

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: Little Heroes Inc.

Address: 5669 Snell Ave #275 City: San Jose State: CA Zip: 95123

Phone: (619) 384-8229 Email Address: jbeeks@littleheroes.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on November 1, 2026, and will diligently perform as required and complete performance by ~~April 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").

Little Heroes will provide youth development programs to 80 students per site during the 26-27 school year Intercessions, Thanksgiving, Presidents Week and Spring Break. Each program component will provide daily art instruction, science instruction, outdoor activities and snack time.

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:** $74,800.00 (describe rate agreement) _____

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	2600	0	5815	00	1110	1000	020300	360	7392	$74,800	CS 3/26/26
											3/26/26

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

Little Heroes– Scope of Work

NSD- Thanksgiving, Winter Break, Spring Break

Terms of Service:

Thanksgiving Nov.23-25th(3 days) Presidents week Feb 15th-17th (3 days) Spring Break April 19th-23rd (5 Days) 8am-5pm

Program Components:

Each Program Component will be maintained to the expectations of the Program Coordinator and Administration team. Estimated start dates for each Component depend upon in school start date

- 2 Hours of daily art instruction (projects will be based on weekly theme provided by Little Heroes)
- 2 Hours of daily science instruction (Projects will be based on weekly theme provided by Little Heroes)
- 2 hours of organized outdoor activities (these activities will be selected by Little Heroes staff)
- 30 min daily snack time for students , daily intro and closing daily.

Theme Weeks

Note: Themes change yearly

Thanksgiving Week_- Arcade Week

Winter Break - Wild World Of Sports

Spring Break- Carnival Week

Program Cost:

80 Students per week , 1 Site 8am-5pm $34,000 per week

Price Breakdown:

Thanksgiving week 3 days : $20,400

Winter Break 3 days $20,400

Spring Break 5 days $34,000

Total Cost: $74,800

NSD Day Camps :

Little Heroes is proud to provide a quality in depth hands on and award winning camp to our communities. Each week at camp is theme based to really spark the interest of our campers and keep them excited to learn and grow each week. Whether it's Star Wars Week where we dive into the mighty universe and Space, or Medieval Times where our students learn about renaissance art and learn the physics behind catapults and bow and arrows. We build curriculum that ignites passions in Arts, Sciences, and Outdoor fun. Every day campers will get to experience all aspects of camp. There's surely to be something for everyone!

Day to Day Expectations:

- Maintain each component to its expectations.
- Keep constant communication with Administration and Office Staff
- Open and available to aid administration in anything they shall need.
- Provide each student with fun and engaging activities daily
- 80 students per site
- 4 coaches per site , 1 manager per site

Provider Expectations:

All Little Heroes personnel shall be properly cleared to work within the district. A background check, TB Test, Fingerprinting, and CPR/First Aid certifications are all required before arriving on campus.

Each School agrees to provide the following for our coaches:

- A basic set of equipment. Enough to successfully run 5-6 organized games.
- An office workspace for the coach. A place to prep in any downtime, and respond to work calls and emails.
- Access to a computer. Being assigned one for the year would allow for a more efficient school year.
- An area to host after school meetings and trainings. (classroom, library, etc)

Daily Schedule

7:45am- 8:15am— welcome / student check in

8:15am-8:45am— Camp skit/ welcome activity

8:50am-9:50am — First rotation Art/science/ Outdoor

9:55am-10:55am— Second rotation Art/Science/Outdoor

11am-11.20am— Snack time

11:25am-12:25pm— Third rotation Art/Science/Outdoor

12:30pm-1:30pm Lunch/recess

1:35pm-2:35pm-Fourth Rotation Art/Science/Outdoor

2:40pm-3:40pm- Fifth Rotation Art/Science/Outdoor

3:45pm-4:45pm- Camp Activity

4:45pm-5pm- Checkout

Sample Schedule. Schedule is based on need of schools hosting summer camp

This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations and Agreements concerning the same. Each party may terminate this contract for any reason, at any time.

ALUM ROCK UNION SCHOOL DISTRICT:

Print Name: _____

Sign: _____

Sandra Garcia

Interim Superintendent

Date: _____

PROVIDER:

Print Name: _____Jarzzale Beeks_____

Sign: _____

Date: _____

Docusign Envelope ID: 70F9092C-C133-8022-8260-8C550FB67B21

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. 021461

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: Little Heroes Inc.

Address: 5669 Snell Ave #275 City: San Jose State: CA Zip: 95123

Phone: (619) 384-8229 Email Address: jbeeks@littleheroes.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2026, and will diligently perform as required and complete performance by June 4, 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").
Little Heroes will provide ARUSD 6th-grade students with a Sports League program focused on basic sports skills, teamwork, socialization, and promoting active lifestyles through soccer and flag football. Each participating school will have an assigned coach to

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:** $54,000.00 (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	2600	0	5815	00	1110	1000	020200	360	7392	$54,000.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Little Heroes– Scope of Work

Terms of Service:

The contract Effective July 1,2026. Expected start date of July 1st, 2026 End of service, June 4th, 2027. Little Heroes Sports Leagues and Tournaments are for Grade 6.

Program Components:

Sports Leagues

The Little Heroes Sports League will consist of 2 sports . These sports include soccer and flag football. The Sports leagues will start with the sport of soccer, followed by flag football . Participating school will be assigned a coach. Each coach will be responsible for recruiting a team, setting up a practice schedule , coaching his/her team in each game, setting up fields/courts and helping with being a referee during games they aren't coaching in. Practices will be held at least 3 days a week but may be more frequently than that depending on coaches schedule. Sports leagues will be focused on developing basic sports skill and knowledge as well as helping with socializing students and helping to foster a passion for being active and playing sports.

Little HEROES Sports Tournaments

One avenue in which we provide a fun and healthy environment for children to thrive, stay active, and develop vital social skills is through our sports tournaments. Children from various school districts and social backgrounds throughout the Bay Area engage in a myriad of sports including basketball, soccer, flag football, and even street hockey! Our on site coaches diligently work with the children; teaching them the value of teamwork, accountability, effort, and sportsmanship. We feel that is extremely important that children learn to both win and lose graciously and respectfully. Our Tournaments help to ensure just that. Little Heroes Will Be hosting two Weekend Tournaments (Soccer , Flag Football)

Program Cost:

The Cost For the 6th grade sports league and tournaments Is $18,000. And Invoice will be submitted once all sports leagues and tournaments are complete.

Note: Little Heroes will not charge ARUSD with late fees due to failure to pay on time.

Sports Tournaments

All weekend tournaments will be held off site. These are Independent events organized by Little Heroes. Students will be Charged a registration fee of $20. Fundraising is available for students who cannot afford fee.

Day to Day Expectations:

- Maintain each component to its expectations.
- Keep constant communication with Administration and Office Staff
- Practice 3 time per week
- Recruit and field teams
- Communicate with parents , this includes scheduling, rosters and transportation.

Coaches hours on after school sports days Dismissal time -4pm three times a week for practice. Dismissal time-5:30pm for game days (Thursdays)

Tournament days (Saturdays) - 8am-4pm

Provider Expectations:

All Little Heroes personnel shall be properly cleared to work within the district. A background check, TB Test, Fingerprinting, and CPR/First Aid certifications are all required before arriving on campus.

Subs

• Substitute coaches will be provided for planned absences only

• Substitute coaches will be provided when available.

• After 3 missed days if no substitute coach provided Little Heroes will Deduct cost per day from Invoice.

This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations and Agreements concerning the same. Each party may terminate this contract for any reason, at any time.

ALUM ROCK UNION SCHOOL DISTRICT:

Print Name: _____

Sign: _____

Sandra Garcia

Interim Superintendent

Date: _____

PROVIDER:

Print Name: _____

Sign: _____

Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Derek Zabaldo

☑ **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: German Pech

Address: 1111 Hollyburne Avenue City: Melo Park State: Ca Zip: 94025

Phone: (650)862-6327 Email Address: German Pech <medic@bamedics.cor

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on June 12, 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").
Service contract: Provide First Aid and Pediatric Aid-adult-child CPR-AED. For Transportation Drivers.

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:** $Per Person (describe rate agreement) 90.00 NTE 2000.00 Per Year

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	3600	000000	470	3270	2000.00	5/20/26

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

German Pech

1111 Hollyburne Ave, Menlo Park, Ca, 94025

650-862-6327 - German pech medic@bamedics.com

Scope of Work – CPR, AED, and First Aid Training

Project Description
Provide CPR, AED, and First Aid training, including refresher instruction, for participants requiring certification renewal or skills review.

Cost:

First Aid: 2 hours = $ 60.00 Per person

CPR – First Aid, AED: 4 Hours = $ 90.00 Per person

Training Topics

- Adult CPR
- Child CPR
- AED (Automated External Defibrillator) use for adults and children
- Basic First Aid procedures
- Emergency response and scene safety
- Review and practice of life-saving skills

Instructor Responsibilities

- Conduct classroom instruction and hands-on skills training
- Demonstrate proper CPR and AED techniques
- Supervise participant practice sessions
- Answer questions and provide refresher guidance
- Evaluate participant skill performance as required

Equipment and Materials Provided by Instructor

- CPR training mannequins (adult and child)
- AED training devices
- First aid training materials and supplies
- Any additional teaching aids required for the course

Deliverables

- Completion of CPR, AED, and First Aid training session
- Hands-on practice opportunities for all participants
- Refresher training on current CPR and first aid guidelines

Training Duration

- To be determined based on class size and training requirements.

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: June 11, 2026

Subject: **Approve/Ratify Notices of Employment and Changes of Status/June 11, 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: June 11, 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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
June 11, 2026

CERTIFICATED OFFER OF EMPLOYMENT:

I. **Contracts:**

1.	Morfin, Julissa	Mariachi Instructor/V.A.P.A. Program	06/12/2026-07/17/2026

CERTIFICATED CHANGES OF STATUS:

II. **Retirement:**

1.	Ballesteros, Diana	Director, Early Learning Center/Academic Services Dept.	06/30/2026

III. **Certificated Administrative Changes:**

1.	Pena, Marisa	Assistant Principal/Ocala STEAM Academy	07/01/2026

CLASSIFIED PERSONNEL – June 11, 2026

CLASSIFIED OFFERS OF EMPLOYMENT:

I. Change of Status:

1.	Angeles, Laura	Child Nutrition Assistant II/McCollam	08/12/2025
2.	Coelho, Marilia	Child Nutrition Assistant III/Ryan	05/18/2026
3.	Delgado, Jesus	Warehouse Worker II/Warehouse	07/01/2025
4.	Lopez, Manuel	Warehouse Worker II/Warehouse	07/01/2025
5.	Mejia, Cesar	Maintenance Worker III/Facilities	07/01/2025
6.	Rios, Ricardo	Warehouse Worker II/Warehouse	07/01/2025
7.	Robles, Andrea	Campus Paraeducator & Paraeducator Special Education I/Adelante I	05/20/2026
8.	Rosales, Carlos H	Head Custodian II – Middle/Adelante II	07/01/2025
9.	Sandate, John A	Warehouse Worker II/Warehouse	07/01/2025

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: June 2, 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: June 11, 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: _____

Master Enrollment

as of May 29, 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	45	53	61	53	52	47	61	52	59	50	**533**	0	533	0	533
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	75	77	0	0	0	**437**	34	471	0	471
Hubbard ES	31	62	68	71	71	87	68	0	0	0	**458**	30	488	0	488
Linda Vista ES	33	68	69	86	83	96	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	47	0	0	0	**294**	1	295	38	333
McCollam ES	32	35	41	55	48	55	60	0	0	0	**326**	37	363	0	363
Painter ES	71	72	55	63	49	54	46	0	0	0	**410**	20	430	0	430
Russo McEntee ES	26	51	38	48	47	52	50	0	0	0	**312**	40	352	0	352
Ryan ES	27	27	31	33	24	42	41	0	0	0	**225**	32	257	0	257
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	217	298	**723**	11	734	0	734
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	246	**760**	19	779	0	779
Home/Hosp	0	0	0	0	0	0	0	1	0	0	**1**	0	1	0	1
	393	**590**	**595**	**637**	**639**	**685**	**678**	**721**	**713**	**781**	**6432**	**300**	**6732**	**58**	**6790**